

ARTICLES OF AGREEMENT



BETWEEN



**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS LOCAL 146**

(hereinafter referred to as the "Local Lodge")

ON ITS OWN BEHALF AND WITH THE SUPPORT OF

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS**

(hereinafter referred to as the "International Union")

AND

THE BOILERMAKER CONTRACTORS' ASSOCIATION

ON ITS OWN BEHALF AND ON BEHALF OF

THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA

*(On behalf of each of its participating member companies
hereinafter referred to as the "Employer")*

Effective: June 1, 2025 to December 31, 2028

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DEFINITIONS

Employees: Employees as used herein, means employees of the Employer engaged in work within the jurisdiction of the Local Lodge in the Province of Alberta.

Written Evidence: Is evidence in the form of an email or letter.

Written Format: Is in the form of an email or letter.

ARTICLE 1.00 – PURPOSE

1.01

The purpose of this Agreement is to govern wages and working conditions within the Province of Alberta to promote orderly harmonious relationships between the Employer and its employees. The Local Lodge agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to the public.

The Boilermaker Industry is committed to the prevention and elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

1.02

The scope of this Agreement covers work of a maintenance, repair, renovation and demolition nature that the owner elects to contract out.

Maintenance work is defined as all work that is not new construction.

The Local Lodge, by this Agreement agrees to make every effort to fulfill the workforce requirements of the Employer.

ARTICLE 2.00 – RECOGNITION AND CRAFT JURISDICTION

2.01

This Maintenance Agreement is only applicable to participating Boilermaker Contractors' Association member contractors in the Province of Alberta.

2.02

The Employer recognizes the Local Lodge as the sole collective bargaining agency for hourly rated employees employed on maintenance, shutdown and/or turnaround work performed by the Employer within the jurisdiction of the Local Lodge.

2.03

The Employer agrees that jurisdiction recognized therein for the Union shall be the jurisdiction recognized by the A.F.L.-C.I.O. Assignments will be made in accordance with the procedures established in the plan for the settlement of jurisdictional disputes in the construction

industry covering the U.S.A. and Canada (the green book).

2.04

This Agreement does not apply to work which is performed by the Employer in the Employer's facilities.

2.05

This Agreement shall not apply to timekeepers, engineers, field office and clerical employees, or to employees above the rank of General Foreperson.

2.06

When a tool crib is established and under the care and control of the Employer, the necessity of a tool crib and/or an attendant will be determined by the Employer.

ARTICLE 3.00 – MANAGEMENT RIGHTS

3.01

It is the Employer's right to operate and manage its business in all respects in accordance with its responsibilities and commitments. The location of jobs, the choice of equipment, the schedule of installation, the methods and means of installation, are solely and exclusively the responsibility of the Employer.

3.02

The Employer has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement and are in compliance with all employment and safety related statutes related to Provincial and/or Federal Legislation.

3.03

It is an exclusive function of the Employer to hire, promote, demote, transfer (i.e. Article 3.08 d.), suspend, layoff, discipline or discharge for just cause, employees in the bargaining unit, subject to the provisions of this Agreement.

3.04

Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of Management.

3.05

The selection and appointment of General Foreperson, Foreperson, and Assistant Foreperson is solely the responsibility of the Employer in keeping with this Agreement. The designation and determination of the number of General Foreperson, Foreperson and Assistant Foreperson is the sole responsibility of the Employer.

3.06

General Foreperson shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the

level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss in advance of the job commencing, the availability of qualified General Foreperson with the Local Lodge Business Manager/Secretary-Treasurer or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a General Foreperson, and the determination and acceptance of their qualifications, shall be the sole prerogative of the Employer.

3.07

Local Residents:

In execution of certain projects, local residents may be given priority of employment provided such residents meet the following criteria:

A local resident is defined as a Local Lodge member who has resided within a one hundred (100) kilometre radius of the project site at the date of hire. An employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a employee generally sleeps and eats) in which they reside and for which they can show proof acceptable to the Employer. An Employer choosing to lay-off a local resident and keep a member residing outside of the area will notify the affected Local Lodge.

3.08

- a) In addition to Article 3.05, the Employer shall have the right to name hire twenty-five percent (25%) of the crew not including apprentices, unless otherwise mutually agreed to between the Employer and the Local Lodge. In no case shall there be in excess of twenty-five percent (25%) name hires on a crew at any given time unless mutually agreed to between the Employer and the Local Lodge. All name hire requests shall be made in writing (including fax or electronically) to the Local Lodge.
- b) Where local residents are afforded priority of employment through Employer requested name hire, such employment is considered a name hire.
- c) The Employer has the right to transfer current employees (including apprentices) to fill up to fifty percent (50%) of the crew on a project provided:
 - i. The employee agrees to the transfer
 - ii. Transfers do not displace existing members
 - iii. Transfers apply only to local union members
 - iv. Transferred employees commence employment on the same date as dispatched employees
 - v. Transferred employees who were initially name hired, retain that status upon transfer
 - vi. The name hire ratio in the agreement is not exceeded
 - vii. Prior to the transfer, the Employer shall notify the Local Lodge by the way of submission of a Dispatch Department, Job Request Form.
 - viii. It is recognized that there may be situations where the transfer ratio may be impractical or is found to work a hardship for the Employer in securing work in certain plant(s) that in such a case the ratio may be modified if agreed to in written format by both the Employer and the Local Lodge.
- d) On crews of six (6) members or less (including the Foreperson) the Foreperson shall be allowed to work with the tools. The Local Lodge recognizes that there may be situations

where a General Foreperson, Foreperson, or Assistant Foreperson is required to work with the tools to provide instructions on work procedures or where safety is a compelling factor.

- e) As the labour provider for Employer working under the BCA Collective Agreement the Local Lodge will dispatch Boilermakers and Boilermaker Welders that are qualified to perform the work, which includes Boilermakers that are dispatched as permit employees. Such employees shall have the necessary trade qualifications required to work as a Boilermaker and shall produce a valid trade qualification prior to hiring.
- f) Boilermaker Apprentices and Welder Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to four (4) Journeyman, within the appropriate classification.

ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

4.01

The Employer agrees to employ as employees, members of the Union in the performance of all work within the scope of this Agreement and to continue in its employ, only employees who are members in good standing with the Local Lodge. Except as otherwise provided, all such employees shall be hired through the Local Lodge offices. The Employer shall advise the appropriate Local Lodge office, in advance of the start of a job, except in cases of emergency work where the Employer is unable to contact the Local Lodge office in which case they may commence work and notify the Local Lodge office as soon as possible. Emergency work is to mean “any customer defined work that requires immediate dispatch.”

4.02

The Local Lodge agrees to furnish competent available workers to the Employer on request, provided however, that the Employer shall have the right to determine the competency and qualifications of its employees and to discharge any employee for any just and sufficient cause. The Employer shall not discriminate against any employee by reason of their membership in the Local Lodge or their participation in its lawful activities. The Employer will provide written response to the Local Lodge upon refusal to hire.

The parties recognize that we are in a highly competitive industry and to maintain and enhance our market share, Boilermakers and Supervisory Personnel must continuously train and upgrade to perform the diversified tasks required of them. The parties will make every effort to provide the necessary training and education programs and will encourage full participation.

4.03

The parties are committed to eliminating unnecessary, duplicative safety training. Therefore, employees are expected to disclose to the Employer any current safety training certificates that may be required for that job, as identified by the Employer at the point of dispatch. The Employer shall supply a single point of contact for the purpose of supplying this information in written format. Similarly, Employers will be responsible to forward to the Local Lodge, copies of safety certificates for all safety training that is done on jobsites by the Employer.

Following the acceptance of a Dispatch Slip, employees shall promptly remit to the Employer, copies of any applicable safety certificates at an address of the Employer or any other method that will achieve this objective.

Note: Job Ready Dispatch Safety Training Records will be maintained at the Local Lodge.

4.04

When the Local Lodge cannot supply qualified employees within seven (7) days of the start date requested, (excluding Saturday, Sunday and holidays), then the Employer may secure other qualified workers. All employees must receive a Dispatch Slip from the Local Lodge prior to reporting to the jobsite.

4.05

Upon receipt of authorization from the employee, the Employer shall deduct from all employees coming within the scope of this Agreement:

- a) From the first pay period of each month, Monthly Union Dues in the amount prescribed by the Local Lodge under whose jurisdiction the Employer is performing work. The Local Lodge shall notify the Employer and the BCA in written format thirty (30) calendar days in advance of any changes to this amount. The Employer shall be responsible for ensuring the correct amount is remitted.
- b) From each pay period, Field Union Dues in the percentage of gross hourly wages or other amount as may be designated by the Local Lodge under whose jurisdiction the Employer is performing work. The Local Lodge shall notify the Employer and the BCA in written format thirty (30) calendar days in advance of any changes to the percentage of gross hourly wages or other amount. The Employer shall be responsible for ensuring the correct amount is remitted.

The above deductions must be mailed no later than the fifteenth (15th) of the following month, to the Local Lodge Business Manager/Secretary-Treasurer under whose jurisdiction the Employer is performing work.

Each remittance shall be accompanied by a list showing the employees' name, date of birth, hours worked, hours earned, Field Union Dues and Monthly Union Dues of the employees on whose behalf the deduction was made; and showing opposite each name the amount of the deduction, and, for the Field Union Dues in (b), the figure on which the deduction was based.

Any Local Lodge change in wage schedules or contributions (excluding dues) shall be provided to the BCA in writing from the applicable Local and/or the Administrator of IBB Benefits thirty (30) days in advance of the proposed change. The thirty (30) day time frame commences once the Local Lodge has approved the amended wage and benefit schedule.

4.06

The Local Lodge will hold the Employer harmless from all liabilities and claims by employees, Local Lodge or its agents other than prompt collection and transmittal of authorized deductions.

4.07

Should it be necessary to reduce the working forces on the job, the Employer shall layoff or terminate their employees in the following sequence:

- a) the non-members and retirees;
- b) the travel card members from other Local Lodges;
- c) the members of the Local Lodge in whose jurisdiction the work is being performed except that:
 - (i) the existing ratio of Apprentices shall not be reduced until the work force reaches five (5) employees;
 - (ii) consideration must also be given to retain sufficient employees on each job classification to suit the nature of the work remaining.

4.08

The Employer shall notify the Local Lodge in written format of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner via fax or electronic means.

ARTICLE 5.00 – NO STRIKES OR LOCKOUTS

5.01

There shall be no lockout by the Employer and no work stoppages by the Union as required by the Labour Relations Code:

No Strike unless Permitted

No employees, no bargaining agent and no person acting on their behalf shall strike or cause a strike or threaten to strike or to cause a strike unless that strike is permitted by the Alberta Labour Relations Act.

No Lockout unless Permitted

No Employer, no Employers' organization and no person acting on their behalf shall lock out or cause a lockout or threaten to lock out or to cause a lockout unless that lockout is permitted by this Act.

ARTICLE 6.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

6.01

All work shall be performed, and equipment operated, according to accepted safety conditions which must conform to the applicable Provincial or Federal Regulations, Acts and Laws, and to Employer Regulations. Fresh, safe, cool drinking water and sanitary cups shall be furnished to the employees.

6.02

Where job and climatic conditions warrant, the Employer shall provide clean and adequately heated lunch and change rooms with benches and tables. Where practical, a separate change area will be provided. The Employer will advise the Local Lodge when conditions do not permit a separate change area. Areas required for eating and changing shall be adequate in size and shall be kept free of tools and equipment. The Employer shall indemnify the employee(s) for loss or damage of personal effects damaged or destroyed by fire at the jobsite in an amount not to exceed four hundred dollars (\$400.00).

6.03

The Employer shall supply at no cost to the employee when required by the work they are to perform: safety hats, new sweat bands, new liners, appropriate welding gloves, appropriate working gloves, welding helmets, welding and burning goggles, appropriate welding leathers (i.e. jackets, capes and/or sleeves), non-prescription safety glasses, and leather faced gloves (unless special processes dictate otherwise).

The Employer shall provide appropriate wet weather gear (rain suit, rubber boots or overshoes), when working conditions require their use. Such items shall remain the property of the Employer and shall be returned upon completion of the job.

Welders' capes shall be kept available for temporary issue to welders engaged on such work requiring additional protection, such as but not limited to arc-air gouging and overhead welding.

On abnormally dirty and/or corrosive maintenance, revamp and repair work, in which the employees' clothes may be abnormally or permanently damaged, the Employer shall supply and maintain the necessary protective clothing (including gloves and coveralls where appropriate, particularly on, but not limited to, all corrosive work) at no cost to the employee for all employees covered by this Agreement. On such work, employees shall be allowed fifteen (15) minutes for wash-up time prior to the conclusion of their shift.

No charge shall be made against the employee for above items which are returned in reasonable condition or which are lost or damaged beyond the employees' control and are reported immediately.

Employees shall report for work equipped with safety boots and, if applicable, prescription safety glasses, which will meet the following standards:

- a) Safety boots shall be CSA approved, Grade 1 (green triangle), in good condition, and at least six (6) inches high from the sole of the boot.
- b) Prescription safety glasses shall be foam sealed frames compliant with CAN/CSA Z94.3 or ANSI Z87.1.

6.04

The Employer shall provide adequate sanitary facilities on the job for the welfare of its employees and protection of public health, and these facilities must be heated when necessary, and provided with toilet tissue and kept clean with adequate facilities for wash-up (hot and cold running water) where practical.

Flush toilets will be provided, however, it is recognized by the parties that there may be situations where it is impossible and/or impractical due to the location of the job. In such cases, the Employer shall discuss the problem of toilets with the Local Lodge Business Manager/Secretary-Treasurer, prior to starting the job.

6.05

The Employer will provide plug-ins when such has been found to be practicable on the project; otherwise they will assist employees in starting their vehicles if required due to cold weather.

6.06

The Local Lodge agrees to provide the Employer with qualified employees (including Apprentices) who hold the following Job Ready health and safety training, WHMIS 2015 (GHS),

Confined Space Entry, Audiometric Testing, Fall Arrest/Fall Protection, Quantitative Respirator Fit tested and Common Safety Orientation (CSO). Where required by the Customer/Client potential employees shall have current CSTS certification or equivalent and H2S Awareness.

Employees to be dispatched to site with the above noted Job Ready health and safety training valid for ninety days.

When the Employer determines the need to hire a member that has completed Master Rigger Training or has requisite experience as a Bundle Puller Operator, the Local Lodge will dispatch as per the Out-Of-Work List a member having the identified experience or training.

The Local Lodge agrees to provide the Employer with qualified employees (including Apprentices) when requested, to perform personwatch duties when required and when such personwatch is within the Employer's control.

If an Employer requires an employee to complete an Employer online orientation and on-boarding, the Employer shall estimate a reasonable amount of time to complete the online orientation and on-boarding where applicable. The Employer shall pay an allowance for completing the course equal to that time estimate, to a maximum of four hours, multiplied by the employee's total package and hourly rate.

6.07

The parties further agree that the Employer shall be responsible to re-certify all expired safety certificates or safety certificates needing renewal due to course content changes in a timely manner, for any employee who has been in their employ for more than ninety (90) calendar days.

6.08

The parties agree to adopt Version 6.1 of the Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule. The Canadian Model is a unilateral Work Rule created by the Construction Owners Association of Alberta. The parties agree to three (3) letters (Referral for Case Managed Aftercare, Rapid Site Access Program and Continuing Case Managed Aftercare) provided to the Boilermaker Contractors' Association and the Letter of Understanding relating to the interpretation of the Canadian Model Version 6.1 (*attached*). Adoption of Version 6.1 of the Canadian Model does not represent agreement by the parties to any portions of the Canadian Model that may violate any rights an employee may have under the Alberta Human Rights Act and/or the Canadian Charter of Rights and Freedoms.

If the Employer fails to refer the employee to Homewood Health within two (2) weeks and the employee is no longer eligible for the payment program under the BCA's funding model, then the Employer must pay all costs associated with the program on behalf of that employee.

It is understood that an investigation and a standard process for such investigation will be followed to ensure reasonable grounds have been established.

6.09

The Employer will not discriminate against any employees employed under this Agreement on the basis of any grounds protected by the Alberta Human Rights Act.

At the request of the Local Lodge, on a case by case basis the Employer may consider employing a member with physical impairment for work that suits their physical abilities.

The decision to accommodate is solely at the discretion of the Employer.

ARTICLE 7.00 – WELDING TESTS

7.01

Any welder who is required to do additional testing by the Employer, shall be paid for weld time of four (4) hours per successful test (excluding the boiler ¼ Down Hand Plate or other single ¼ plate test, will be paid two (2) hours). Additional test consists of three plates welded in the vertical, horizontal and overhead positions and will be paid a maximum of four (4) hours total, upon successful completion. Those requested to take an abbreviated version of the plate test will be compensated at one and a half (1.5) hours for each successful plate test.

Any welder required to take additional welding qualifications for employment with an Employer and who fails the required weld test, QW-320 of Section 9 of the ASME Code will come into effect. At the sole discretion of the Weld Test Examiner, the welder may be granted the opportunity to take a second test. In any event a welder will not be paid for a failed test.

If a welder is required to test at the job site, the welder shall be paid for any applicable travel allowance, but not for the failed test.

If an Employer is requesting more than three (3) tests per welder and a welder has successfully completed three (3) of four (4) tests, the Employer may retain the welder and pay for the three (3) successful weld test. If the Employer decides not to retain the welder, he or she will be paid for the three (3) successful weld tests.

For every required test and any examiner permitted second test the Employer will pay the transfer fees, materials and inspector fees.

7.02

Should a secondary test be required by the Employer, the employee shall be paid for the time required to take such a test.

When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

7.03

Any welder possessing a current Provincial Government welding certificate of qualification, who is instructed to proceed to take tests, necessitating their having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them for travel allowance, transportation, travel expenses, subsistence allowance, if applicable. The Employer and the Local Lodge will communicate and mutually agree to related costs and test location(s) before proceeding with the testing.

7.04

Welders passing a test will be furnished a copy of the test papers from the Employer or party requiring the test within thirty (30) days, or upon completion of the job, whichever is sooner, provided they are available at that time; otherwise the Employer will provide a letter confirming the test and the results.

7.05

Where a welder is to take an official Provincial test on which the issuance or re-issuance of their certificate will depend, they shall not be required to do so under conditions which would

unfairly affect their ability to perform the test.

For other tests, the Employer may prescribe test conditions approximating, but not exceeding, conditions which may be encountered on the job.

Welders required to take any test shall be allowed to complete the test.

7.06

Any welder who successfully completes the welding test, but fails to report for work as notified, without a bona fide reason acceptable to the Employer, will not be eligible for any payment, including testing time and other allowances, as set out in Article 7.00.

7.07

Any welder required to take a pre-job welding test for employment with an Employer and fails the required weld test, the welder may be granted the opportunity to take a second test.

7.08

Alloy welders with a valid alloy welding certificate will be paid an additional premium of three dollars and twenty-five cents (\$3.25) per hour worked if certification was a requirement for dispatch.

If a welder on site who was not dispatched as an alloy welder, but has the certification, or is requested to be certified by the Employer and is requested to perform alloy welding, the employee will be reclassified as an alloy welder and paid the alloy welder premium from the date of re-classification.

This premium shall not pyramid on an overtime hour; however, it will attract applicable Vacation and Statutory Holiday Pay.

ARTICLE 8.00 – ACCESS TO JOBS

8.01

The Employer shall grant to accredited Representatives of the International Brotherhood and Business Manager/Secretary-Treasurer and Assistant Business Manager of the Local Lodge, access to all jobs insofar as the Employer has the authority to allow such access, provided the Local Lodge Representative secures permission from the Employer's senior Representative and does not cause employees to neglect their work.

ARTICLE 9.00 – JOB STEWARDS

9.01

On all jobs, the Local Lodge Business Manager/Secretary-Treasurer or Local Lodge Assistant Business Manager of the Local Lodge will designate, or otherwise arrange for, the appointment of a Job Steward from among the qualified working Journeyperson employees.

Where the Occupational Health and Safety legislation requires the selection of a health and safety representative, that representative of the Boilermaker employees will be the Job Steward.

9.02

It will be their duty to assist the Employer and the Local Lodge members, in carrying out

the provisions of this Agreement and they will be allowed reasonable time to perform such duties by the Employer's representative on the job.

9.03

The Job Steward shall be retained until the end of the job, provided there is work available for which they are qualified; otherwise the Local Lodge Business Manager/Secretary-Treasurer or Local Lodge Assistant Business Manager of the Local Lodge will be notified in time to appoint a successor.

9.04

Under no circumstances shall the Job Steward make any arrangements with the General Foreperson, Foreperson, or Management that will change or conflict in any way with any section or terms of this Agreement.

9.05

The Job Steward shall not be discriminated against and shall receive their fair share of overtime work for which they are qualified. When any part of a crew is required to perform work on overtime or on bad weather days, and the Job Steward has been performing the type of work involved during the preceding regular shift, they shall be included in such required overtime or bad weather working time.

ARTICLE 10.00 – GRIEVANCE PROCEDURE

10.01

- a) If a difference arises between the parties to or persons bound by this collective agreement as to the interpretation, application, operation or contravention or alleged contravention of this agreement or as to whether such a difference can be the subject of arbitration, the parties agree to communicate and/or meet and endeavour to resolve the difference.
 - (i) The party raising the difference must notify the other party (contractor, Boilermaker Contractors' Association (BCA) or Local Lodge as appropriate), in written format within fourteen (14) calendar days from the date of the incident or the date when they should have reasonably been aware of the incident or the circumstances giving rise to the difference, whichever is earlier.
 - (ii) Each party shall conduct their own investigation of the difference.
 - (iii) The parties will discuss the difference and make efforts to resolve it.
 - (iv) If the parties are unable to resolve the difference, the party raising the difference shall submit a formal grievance to the other party within twenty-one (21) calendar days from the date of notification in paragraph i) above. The grievance shall:
 - be in writing and signed by a representative of the contractor, Boilermaker Contractors' Association (BCA) or Local Lodge as appropriate,
 - contain the statement of the difference, and
 - include sufficient relevant details of the difference such as dates, places, persons involved, applicable articles of the collective agreement and remedy sought.
 - (v) Prior to advancing to arbitration, the parties shall participate in a resolution conference facilitated by a third party in an attempt to settle the differences. The third party will be mutually agreed upon. The cost of the third party will be shared equally by the parties.
 - (vi) Either party may request an extension of time during this process. The request must be in

- writing. A request for additional time will not be unreasonably denied.
- (vii) Either party may seek the assistance of the Director of Labour Relations of the Boilermaker Contractors' Association (BCA) or its designate, and the International Vice-President of the International Union or its designate, before proceeding to arbitration.
 - (viii) All resolutions of the difference must be agreed to by the Local Lodge and the affected Employer(s).
- b) If the parties are unable to resolve a difference referred to in clause (a) within twenty-eight (28) calendar days from the date of the formal grievance, either party may notify the other in writing of its desire to submit the difference to arbitration.
 - c) The notice referred to in clause (b) shall
 - (i) contain a statement of the difference,
 - (ii) include a copy of the formal grievance, and
 - (iii) specify the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
 - d) On receipt of a notice referred to in clause (b), the party receiving the notice
 - (i) if it accepts the person or one of the persons suggested to act as arbitrator, shall, within seven (7) days, notify the other party accordingly, and the difference shall be submitted to the arbitrator, or
 - (ii) if it does not accept any of the persons suggested by the party sending the notice, shall, within seven (7) days, notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator.
 - e) If the parties are unable to agree on a person to act as the single arbitrator, either party may request under the Labour Relations Code to the Director in writing to appoint a single arbitrator.
 - f) The arbitrator may, during the arbitration, proceed in the absence of any party or person who, after notice, fails to attend or fails to obtain an adjournment.
 - g) The arbitrator shall inquire into the difference and issue an award in writing, and the award is final and binding on the parties and on every employee affected by it.
 - h) The parties agree to share equally the expenses of the arbitrator.
 - i) Except as permitted in clause (j), the arbitrator shall not alter, amend or change the terms or conditions of the collective agreement.
 - j) If the arbitrator by the arbitrator's award determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject-matter of the arbitration, the arbitrator may substitute any penalty for the discharge or discipline that to the arbitrator seems just and reasonable in all the circumstances.
 - k) Where the arbitrator determines that an employee has been discharged or disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject of the arbitration, the arbitrator may substitute for the discharge or discipline some other penalty that in the arbitrator's opinion is just and reasonable in the circumstances.
 - l) The arbitrator may interpret, apply and give relief in accordance with an enactment relating to employment matters notwithstanding any conflict between the enactment and the collective agreement.
 - m) (i) If the parties to a collective agreement that provides for the appointment of a single arbitrator are unable to agree on a person to act as a single arbitrator within fourteen (14) days after the notice requiring that the matter go to arbitration, or any longer period that the

collective agreement may contain for the selection of a single arbitrator, either party may, in writing, request the Director to appoint a single arbitrator.

(ii) The expenses and remuneration of a single arbitrator appointed under subsection be paid jointly by the parties.

ARTICLE 11.00 – HOURS OF WORK

11.01

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18.00. Eight (8) hours per day shall constitute a normal day of work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an eight (8) hour day with one-half ($\frac{1}{2}$) or one (1) hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond one (1) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Local Lodge Business Manager/Secretary-Treasurer. The one (1) hour variance is conditional upon the Employer giving the Local Lodge and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of times.

11.02

Compressed Work Week:

- The workdays may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Local Lodge's Business Manager/Secretary-Treasurer or designate and the Employer.
- The hours of work may be altered (between Monday to Friday inclusive) on any project by mutual agreement in writing between the Local Lodge's Business Manager/Secretary-Treasurer or designate and the Employer.
- When working under the four (4) day work week schedule, Friday may be used as a make-up day when weather conditions have caused lost time during the regular work week.

A make-up day will only be worked during the week in which the time is lost. Work performed on a make-up day shall be paid at the regular straight time rate for the first ten (10) hours to a maximum of forty (40) hours per week, after which double time (2X) rates shall apply. In no case shall the time scheduled on a make-up day be less than eight (8) hours except where weather conditions dictate otherwise. All time worked on a make-up day will be at the employee's choice. Where a holiday occurs during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time rate. Work performed on Saturday, Sunday, or Recognized Holidays shall be paid at the applicable overtime premium.

11.03

Employees will not be required to work less than the regular assigned hours because of the starting or quitting time of any other trade on the job.

11.04

An employee shall not be required to work during their regular lunch break except in emergency or special circumstances, in which case, they will receive a re-assigned one-half (½) hour lunch break. If this break falls outside the regular lunch break established on the job, they shall receive an additional allowance of one-half (½) hour of pay at straight time rates which shall be in addition to their regular straight time hours.

11.05

When working eight (8) hour work shifts, two (2) rest or coffee breaks of ten (10) minutes each shall be established by the Employer. If overtime is to follow the regular eight (8) hour work shift, a further ten (10) minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled ten (10) hour workday is established, the rest or coffee breaks may be either three (3) breaks of ten (10) minutes each, (described above) or two (2) breaks of fifteen (15) minutes each.

11.06

When working ten (10) hour shifts, in lieu of the work breaks and lunch breaks provided herein, the Employer shall have the option of scheduling two (2) breaks of one-half (½) hour each, both paid at the applicable rate, approximately equally spaced in the ten (10) hour shift. A change in the scheduling of a break will normally be communicated to the affected employees prior to the end of the work cycle before the change.

ARTICLE 12.00 – SHIFT WORK

12.01

For the purpose of clarification and to define Saturday and Sunday work, the work shall be deemed to commence at the starting time of the regular day shift on Monday morning.

Shifts may be commenced on any calendar day provided the appropriate requirements for shift premium and overtime as specified in this Agreement are met.

12.02

For the purpose of defining the shifts, the 1st shift shall be the day shift which commences at 7:00 a.m. This starting time may be varied by mutual agreement to suit job requirements. The second (2nd) shift shall be the afternoon shift and shall follow the first (1st) shift. The third (3rd) shift shall be the night shift and shall follow the second (2nd) shift. Second (2nd) and third (3rd) shifts shall commence not later than one (1) hour after the completion of the preceding shift, except where this is prevented by conditions or requirements beyond the control of the Employer.

12.03

A shift premium shall apply on all hours worked on second (2nd) and third (3rd) shifts at the rates as set out in the Wage and Benefit Schedule.

All shift premium hours will be paid at a rate of four dollars and fifty cents (\$4.50) per hour.

12.04

When an employee is required to return to work without an eight (8) hour break, all work performed shall be paid for at the applicable overtime rates, until such time as the employee receives an eight (8) hour break.

12.05

The Local Lodge agrees to discuss the flexibility and options of shift schedules as brought forward at the request of the Employer/Owner. No such changes will be implemented without the mutual consent of both parties. Any and all other Articles, Terms and Conditions shall apply.

ARTICLE 13.00 – OVERTIME/OVERTIME MEAL BREAKS

13.01

- a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, they shall be paid overtime at the rate of time and one-half (1 ½) the regular rate of pay. Double (2) time will be paid after ten (10) hours worked.

Employees working on a Saturday, Sunday, and Recognized Holidays shall be paid an overtime rate at double (2) time the regular rate of pay.

(i) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

(ii) Four Ten Hour Day Option (4x10)

Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

(iii) Four Ten Hour Day Option (4x10)

Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Any unscheduled overtime will be voluntary and worked at the employees' discretion.

- b) Two (2) or Three (3) Shift Operation: Employees working overtime shall continue to receive their shift premium for all hours worked. The shift premium shall not be compounded for overtime hours worked.

13.02

Overtime Meal Breaks: When an employee works beyond ten (10) hours per day, they shall be entitled to a meal break and meal supplied by the Company. The meal break will be provided after ten (10) hours of work and subsequent meal breaks each four (4) hours thereafter. However, it will be the prerogative of the Company in conjunction with the Job Steward to arrange meal breaks for efficiency and convenience of the job.

When the four (4) ten (10) hour day option is worked, recognizing emergency situations will arise, if the Company has not scheduled in excess of the ten (10) hour shift, the Company shall be granted a one (1) hour extension where a meal and meal break are not required.

When an employee works Scheduled Overtime (work performed on Saturdays, Sundays and Holidays) they shall be entitled to a meal break when overtime work exceeds ten (10) hours).

When an employee works Short Notice Emergency Call-Out Overtime (overtime work performed other than continuous with the regular work day or Scheduled Overtime) they shall be entitled to a meal break when overtime work exceeds four (4) hours.

Entitlement to subsequent meal breaks will occur at approximately four (4) hour intervals during continuing overtime. No entitlement shall occur at the conclusion of overtime.

All overtime meal breaks will be thirty (30) minutes in duration and will be paid for at straight time rates. However, in calculating entitlement to a meal, the thirty (30) minute break shall not count as overtime work.

13.03

When a supervisor is required to:

- Start up to one (1) hour earlier, or
- Finish up to one (1) hour later, or
- Start up to one-half (1/2) hour earlier and finish up to one-half (1/2) hour later than the foreperson's crews, for the purposes of organizing work, obtaining permits or facilitating a

transition to another shift, the foreperson shall not be entitled to a meal or meal break as per article 13.02, unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.

- d) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

This shall also apply to those employees who are required to arrive at work earlier than their crew on a continual basis to execute work of a preparatory nature for the impending shift. This article will not be applicable to “one-off” work assignments.

13.04

Overtime Meal Allowance

It is understood that while the best possible situation is to provide an overtime meal and take a thirty (30) minute break at straight-time rates, it is also recognized that there may be some situations where it is impractical to provide an overtime meal. When such events occur, the Employer shall provide the employees:

A) Scheduled Overtime

(Notification must be provided prior to the end of the current shift for the following day(s), to be considered as scheduled overtime).

- I) a payment of thirty (30) minutes at the straight-time total package hourly rate in lieu of the meal break, and
- II) a fifteen (15) minute rest break at the applicable rate of pay.

B) Unscheduled Overtime

- I) a payment of forty dollars (\$40.00) as a meal allowance.
- II) a payment of thirty (30) minutes at the straight-time total package hourly rate in the lieu of meal break, and
- III) a fifteen (15) minute rest break at the applicable rate of pay.

13.05

Overtime Meal Allowance for those on Subsistence or staying in camp:

There shall be no meal allowance applicable to those receiving subsistence, however any reduction to the current subsistence rates will attract a meal allowance payment equivalent to the reduction. Where a camp is provided, employees will not receive the forty dollars (\$40.00) meal allowance where they are able to receive a camp meal at the end of their shift.

13.06

a)

5 x 8's Schedule								
Two 15-min Breaks and a 30-min Break								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10.5	8	2	N/A		8	2	N/A	
11.5	8	2	1	0.5	8	2	1	N/A
12.5	8	2	2	0.5	8	2	2	N/A
13.5	8	2	3	0.5	8	2	3	N/A

b)

5 x 8's Schedule								
Two 30-min Breaks								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10	8	2	N/A		8	2	N/A	
11	8	2	1	0.5	8	2	1	N/A
12	8	2	2	0.5	8	2	2	N/A
13	8	2	3	0.5	8	2	3	N/A

c)

4 x 10's Schedule								
Two 15-min Breaks and a 30-min Break								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10.5	10	N/A	N/A		10	N/A	N/A	
11.5	10	N/A	1	0.5	10	N/A	1	N/A
12.5	10	N/A	2	0.5	10	N/A	2	N/A
13.5	10	N/A	3	0.5	10	N/A	3	N/A

d)

4 x 10's Schedule								
Two 30-min Breaks								
Time on Site	Overtime Break is 15-min				Overtime Break is 30-min			
	ST	OT	DT	Meal ST	ST	OT	DT	Meal ST
10	10	N/A	N/A		10	N/A	N/A	
11	10	N/A	1	0.5	10	N/A	1	N/A
12	10	N/A	2	0.5	10	N/A	2	N/A
13	10	N/A	3	0.5	10	N/A	3	N/A

13.07

Twelve (12) Hour Shift with Three (3) Half Hour Paid Breaks

Upon written notice to the Local Lodge, the Employer may implement a twelve (12) hour shift with three (3) half hour paid breaks under the following conditions.

- 1) The shift will be based on the four (4) x ten (10) schedule (Monday to Thursday or Tuesday to Friday) for both day shift and night shift or the five (5) x eight (8) schedule (Monday to Friday).
- 2) There are to be three (3) half hour paid breaks.
- 3) Employees will be on site a total of twelve (12) hours and paid for twelve (12) hours for all work days including overtime days.
- 4) The shift schedule will be paid as follows:
 - Four (4) x ten (10) Monday to Thursday or Tuesday to Friday: Ten (10) hours @ straight time, two (2) hours @ doubletime (2x)
 - Five (5) x eight (8) Monday to Friday: Eight (8) hours @ straight time, two (2) hours at time and one half (1 ½), two (2) hours at doubletime (2x)
- 5) Any hours worked on Saturday, Sunday or Holidays will be paid at the applicable overtime rates, as per the agreement.
- 6) All employees on this shift must observe three (3) half hour breaks.

ARTICLE 14.00 – RECOGNIZED HOLIDAYS

14.01

All employees covered by this Agreement shall be entitled to time off for the Recognized Holidays. The pay allowance as provided for in the appropriate Appendix shall be included in the employees' weekly pay. This pay allowance shall be in lieu of actual pay for any of the Recognized Holidays as specified herein.

This pay allowance shall be applied to gross wages for all hours earned including: overtime and shift premium; and also to waiting and reporting time per Article 15.00; daily travel allowance per Article 16.01.

14.02

The following Recognized Holidays are observed by this Agreement:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Day
Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

And any other Holiday(s) that may be proclaimed by Federal or Provincial Governments during the life of this Agreement.

14.03

Employees working on a Recognized Holiday shall be paid an overtime rate at double (2) time the regular rate of pay.

14.04

Should any of the above listed holidays (Article 14.02) occur on a Saturday or Sunday, such holiday shall be observed on the preceding Friday or on the Monday following unless changed by mutual agreement between the Employer and the Local Lodge Representative.

When the four (4) ten (10) hour day option is being worked and a Holiday falls during the normal work week the maximum of thirty (30) hours per week shall form the basis of maximum straight time.

Holiday Observance Clarification:

When working the five (5) x eight (8) hour work week and the recognized holiday falls in the work week the holiday is observed on the day it falls. If the holiday falls on Saturday or Sunday, it is moved to the preceding Friday or the following Monday.

When working the four (4) x ten (10) hour work week and the recognized holiday falls in the work week it will be observed on the day it falls.

When working the four (4) x ten (10) hour work week Monday to Thursday and the recognized holiday falls on the Friday it will be moved to the preceding Thursday. Thursday is the double time day and Friday is the time and one-half day. If the holiday falls on Saturday or Sunday, it is moved to the following Monday.

When working the four (4) x ten (10) hour work week Tuesday to Friday and the holiday falls on the Monday it is observed on the Tuesday. If it falls on Saturday or Sunday, it is observed on the preceding Friday or on the following Tuesday.

Employers will post the date to be observed no later than seven (7) days prior to the holiday.

In order to harmonize (Client, multi-Employer) observance on maintenance sites the Employer may make a request to the Local Lodge within fourteen (14) days of the holiday to establish another day to be observed other than those noted above.

ARTICLE 15.00 – WAITING AND REPORTING TIME

15.01

When an employee, on initial hire or transfer to a project, is instructed by the Employer to report to a job location on a certain day but is not placed to work until a later date, they shall be entitled to two (2) hours pay, plus subsistence if applicable, for each of the first two (2) regular working days they are kept waiting. Thereafter the waiting pay shall be increased to a full day of pay (i.e. eight (8) hours) for each regular working day. This waiting pay shall continue until the employee is given work or released from the job in which latter case Article 15.02 (c) shall govern.

15.02

a) Inclement Weather:

When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours of pay.

b) Work Not Available:

When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day of work, they shall be paid two (2) hours of reporting time and allowed to leave the job immediately.

- c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours of pay.
- d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

15.03

An employee who is affected by the Conditions set out above shall be entitled to subsistence in accordance with the provisions of this Agreement.

15.04

When an employee qualifies for reporting or waiting time, such time shall include the regular shift premium when applicable.

15.05

When an employee is notified eight (8) hours prior to the commencement of the scheduled starting time not to report for work, then such employee will not be entitled to any reporting time. On camp jobs, the notice time may be reduced to one (1) hour prior to starting

time. If this occurs more than twice in any one week, Monday through Friday, then the employee shall, at their option, be entitled to a layoff, however, this does not pertain to the normal Christmas break (i.e. two (2) weeks).

15.06

When an employee is unable to report for work due to a strike or work stoppage on the project where they are employed, such employee will not be entitled to any reporting time.

15.07

If an employee meets with an accident during working hours and available medical advice or proper medical considerations deem it unsafe for them to continue work, they shall be paid those amounts as compensation as prescribed in the Workers' Compensation Act and shall also receive any other applicable daily allowances until such time that the employee is no longer in Employer's care. If it is not a lost time accident covered by Workers' Compensation, they shall also be paid for the remaining unworked normal daily hours for that day (e.g. eight (8) hours, or in case of a compressed work day ten (10) hours) at the applicable rate.

15.08

Should an employee residing in camp accommodation be requested by the Employer or the Clients' designated camp management personnel to move to another room or camp, they are to do it during work hours and will be paid at appropriate rates or the employee shall be paid two (2) hours at the applicable straight time rate to carry out the move, if done outside work hours.

This provision will not apply where employees are required to pack their room at the end of a work cycle or to facilitate a move that will occur during the employees furlough. Transportation will be supplied if required.

ARTICLE 16.00 – TRAVEL AND SUBSISTENCE

16.01

Travel and Subsistence to be consistent with all trades in the Province of Alberta.

- a) Daily Travel: On those projects that are located between forty-five (45) radius kilometers to one hundred and twenty (120) radius kilometers from Edmonton and/or Calgary City Hall(s) or other Hiring Hall locations, the Employer shall supply suitable transportation to and from the project and mutually agreed to pick-up points.

Alternatively, the Employer shall pay to each employee a transportation cost at the rate of sixty-nine cents (\$0.69) per road kilometer for each day worked or reported for work, from the edge of the forty-five (45) radius kilometer free zone to the project and return.

The transportation cost will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

- b) Accommodation Allowance: Subsistence will be paid or camp provided on projects which are more than one hundred and twenty (120) radius kilometers from the City Hall(s) of Edmonton and Calgary or other Hiring Hall locations.

Subsistence will be paid at a rate of one hundred and fifty dollars (\$150.00) per day worked or reported for. In the following areas, subsistence will be paid at a rate per day worked or reported for as noted:

Athabasca	\$ 170.00
Bonnyville	\$ 180.00
Calgary	\$ 180.00
Camrose.....	\$ 185.00
Caroline	\$ 125.00
Canmore/Exshaw	\$ 195.00
Cold Lake	\$ 165.00
Drumheller	\$ 180.00
Edmonton	\$ 180.00
Edson.....	\$ 175.00
Forestburg.....	\$ 130.00
Fox Creek	\$ 170.00
Fort McMurray	\$ 200.00
Grande Cache	\$ 160.00
Grande Prairie.....	\$ 205.00
Hanna	\$ 185.00
Hardisty/Wainwright.....	\$ 170.00
High Level.....	\$ 185.00
Hinton.....	\$ 160.00
Lethbridge	\$ 185.00
Lloydminster	\$ 180.00
Medicine Hat	\$ 170.00
Peace River.....	\$ 185.00
Pincher Creek/Waterton	\$ 160.00
Red Deer.....	\$ 165.00
Rocky Mountain House.....	\$ 190.00
Stettler	\$ 190.00
Swan Hills	\$ 150.00
Valley View.....	\$ 165.00
Vermillion.....	\$ 180.00
Wabasca.....	\$ 200.00
Whitecourt.....	\$ 155.00

These amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

On sites which are four hundred and seventy-five (475) radius kilometers plus as noted above, subsistence will be paid on a seven (7) day per week basis. Forfeiture of subsistence allowance due to absenteeism may be waived if the reason for absence is acceptable to the Employer.

On a subsistence project, employees not residing in the area where the project is located will be eligible to receive one additional day of subsistence for either the day before commencing work or the day after completing the work assignment, where the project is greater than two

hundred (200) road kilometers from the City Hall(s) of Edmonton and Calgary, or other Hiring Hall locations. This payment will be made for the preceding or succeeding day where substantiated by verifiable proof that accommodation was used (e.g., receipt or registration verification).

Effective June 1, 2025 (second Sunday following ratification), there is a scheduled increase to initial and terminal travel which will be paid as follows from the above:

One Hundred and Twenty (120) – Two Hundred (200) Radius Kilometers	\$	One Hundred and Sixteen (\$116.00) each way,
Two Hundred (200) – Three Hundred (300) Radius Kilometers	\$	One Hundred and Sixty-Six (\$166.00) each way,
Three Hundred (300) – Three Hundred and Seventy-Five (375) Radius Kilometers	\$	Two Hundred (\$200.00) each way,
Three Hundred and Seventy-Five (375) – Four Hundred and Seventy-Five (475) Radius Kilometers	\$	Two Hundred and Ninety-Seven (\$297.00) each way,

or actual airfare if suitable proof of air transport is provided to the Employer.

Initial and Terminal travel for any project which falls within one- hundred (100) radius kilometers of Ft. McMurray city hall will be two hundred and ninety-seven dollars (\$297.00).

No travel shall be payable under this Article if the Client provides transportation to the work site and return.

On jobs beyond the four hundred and seventy-five (475) radius kilometers initial and terminal travel amounts will be mutually agreed between the Local Lodge and the Employer to a maximum of four hundred and fifty-five dollars (\$455.00) each way or airfare if suitable proof of air transport is provided to the Employer.

Initial and terminal travel amounts will be reviewed by the Boilermaker/BCA Liaison Committee should there be general increases or reductions in the reference agreements.

Initial travel amounts will be paid after fifteen (15) calendar days on the job or at lay- off. Terminal travel will be paid at lay-off.

Employees who quit or are terminated for cause prior to the entitlement payment of either initial or terminal amounts are not entitled to any travel payments outstanding.

To qualify for the subsistence allowance under Article 16.01, the member, will supply two (2) of the following documents as verification of their name and current address. It is understood that the Employer will ensure any copies of such documents will be handled in accordance with PIPA regulations.

- Any government issued identification
- Utility Bill
- Bank Statement
- Vehicle Registration
- Housing Rental Agreement
- Mortgage Documentation

- Land Title
- Credit Card Statement
- Income Tax Assessment
- Property Tax Assessment
- Employment Insurance

16.02

On a subsistence project, employees residing in the area where the project is located will not be eligible for Accommodation Allowance and initial/terminal travel but will receive daily travel payments pursuant to Article 16.01 (a) if they reside outside a forty-five (45) radius kilometer free zone around the project.

16.03

On a subsistence project, employees domiciled outside a forty-five (45) radius kilometer zone around the job will be provided transportation to and from the job or paid sixty-nine cents (\$0.69) per road kilometer for each day worked or reported for work, from the edge of the free zone to the temporary domicile and return. Subsequent amounts will be governed by the provisions of Article 16.01 a). In Ft. McMurray, subsistence employees will be provided transportation to and from the job site as per current arrangements under the Agreement.

ARTICLE 17.00 – VACATION WITH PAY

17.01

Each employee shall receive a vacation allowance on their gross wages in accordance with the Wage and Benefit schedule as set out in the local area Construction Agreement.

17.02

This pay allowance shall be applied to gross wages for all hours worked including: overtime and shift premium; waiting and reporting time and travel allowance where applicable.

ARTICLE 18.00 – PAY DAY

18.01

Pay shall be by direct deposit.

18.02

Employees shall be paid weekly during working hours, not later than Thursday. In no case shall more than five (5) regular working days be held back in any one payroll period.

18.03

Employees who are laid off or discharged from the service of the Employer shall receive their wages and all monies owing and their Employment Insurance Contribution Certificate.

- a) the employee shall receive an Employer termination slip which shall show either their net pay and deductions, or the basic factors from which their pay will be calculated including: total pay hours, travel allowance and transportation allowances, subsistence, etc.

- b) and the Employer shall direct deposit monies owing and file electronically the Record of Employment by the next regular scheduled pay period for the pay period in question, exclusive of Saturday, Sunday, and Recognized Holidays. Should the Employer fail to comply with this provision (excluding the reference to the Record of Employment), the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates for each day they are kept waiting exclusive of Saturday, Sunday and Statutory Holidays up to a maximum of forty (40) hours of pay.

18.04

When an employee quits of their own volition, the Employer shall direct deposit all monies owing and file electronically the Record of Employment by the next regular scheduled pay period for the pay period in question, exclusive of Saturday, Sunday and Recognized Holidays.

If the Employer fails to comply with this requirement within five (5) working days after the specified pay day, the employee shall receive an additional sum equivalent to eight (8) hours of pay at straight time rates.

18.05

If on an employee's weekly paycheck, they are shorted pay, the employee is required to notify the Employer immediately in writing. The Employer shall provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after receiving the notification of the shortage in writing.

Should this payment not be made within the allotted ten (10) days, the Employer will pay one hundred dollars (\$100.00) per day the employee is kept waiting from the date the notification of shortage was received in writing by the Employer to a maximum of seven hundred dollars (\$700.00).

Example: Should an employee's pay be short ten (10) or more hours, or equivalent value (inclusive of subsistence) on their weekly pay, the Employer will provide an adjustment on a subsequent pay date but not later than ten (10) days exclusive of Saturdays, Sundays, and Recognized Holidays after notification of the shortage is received in writing by the Employer.

18.06

For those employees with more than three (3) years of continuous service with one (1) Employer, the employee will be entitled to bereavement pay benefits of eight (8) hours multiplied by the employees' base wage rate for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in-Law, Grandparent or Sibling. Bereavement Pay Benefits shall be paid at the straight time rate.

January 1, 2026, continuous employment transitions to thirty (30) months.

January 1, 2027, continuous employment transitions to twenty-four (24) months.

ARTICLE 19.00 – WAGES

19.01

Any and all funds referenced in the area Construction Labour Agreement shall be paid in accordance with the said Labour Agreement. This would include but not be limited to pension funds, health and welfare funds, Apprentice training funds, and any other union monetary funds including union dues and field dues. Any and all such funds will be paid by means of hours earned. These rates can be used by the Employer in the performance of maintenance, shutdown and/or turnaround applications. Additionally, a seventy-five cents (\$0.75) per hour wage reduction on the applicable base rate will apply to work performed under these terms and conditions.

For projects that are located within a one hundred (100) radius kilometers of Ft. McMurray city hall, wage rates for maintenance shall be one hundred percent (100%) of base rates set forth in the Area Labour Agreement.

19.02

Upon renewal of a local reference agreement that the Employer will have thirty (30) days from receipt of notification to implement any initial monetary changes. Payment of any initial increase will be paid retroactively to the implementation date.

ARTICLE 20.00 – PARTICIPATION AGREEMENT

20.01

All Employers employing employees under the terms of this Collective Agreement shall be required to sign a Participation Agreement, in regard to Health and Welfare, and Pension Fund contributions. The Employer and the Local Lodge agree that where the Board of Trustees of the National Pension Fund or the National Health and Welfare Fund have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement, the said Board of Trustees shall have the authority to appoint an independent auditor to inspect those books and records of an Employer, pertaining to the aforesaid contributions. Where an Employer is delinquent in filing remittances pursuant to Collective Agreement and the Board of Trustees, with reasonable cause, decide to initiate collection proceedings, the Employer shall bear all of the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate of the Bank of Canada.

20.02

The Employer's liability hereunder to all of the funds or to any beneficiary or prospective beneficiary shall be strictly limited to remittance of the contributions in the amount and the manner and at the times set out in this Agreement, and any consequences arriving out of such failure to remit, in accordance with the terms of the Collective Agreement.

20.03

Effective on the ratification of the collective agreement (June 1, 2025) the Employer shall cease pension contributions to the Boilermakers' National Pension Plan (Canada), on behalf of those employees who are seventy-one (71) years of age or older. The pension contributions that would otherwise be payable to the Boilermakers' National Pension Plan (Canada) are payable on

behalf of the applicable employee to the Boilermakers' National Health Plan (Canada). The computation of the amount payable will be in accordance with the provisions for pension contributions applicable to all other employees covered under the terms of this agreement.

In the event the Employer, in error, makes pension contributions on behalf of any employee who is seventy-one (71) years of age or older, the administrator of the Boilermakers' National Pension Plan (Canada) will allocate the applicable contributions to the employee's account in the Boilermakers' National Health Plan (Canada).

ARTICLE 21.00 – TANK WORK EMPLOYEES

21.01

The Local Lodge and Employers agree to comply with the letter dated June 1, 2025 relating to the performance of tank work (See Letter No. 1).

ARTICLE 22.00 – ADMINISTRATION OF AGREEMENT

22.01

In order that the terms and provisions of this Collective Agreement are applied in a uniform and impartial manner, the Local Lodge and the Employer agree to establish a Liaison Committee for Local Lodge 146 to meet at least twice each year or as required for the purpose of discussing mutual problems and matters of interest.

22.02

The Employer shall contribute an amount, in cents-per-hour in accordance with the Wage and Benefit Schedule as set out in the Appendices attached hereto, for every hour worked, including waiting and reporting time, by its employees covered under this Agreement; such monies to be used to defray costs involved and incurred in the negotiation and administration of this Agreement and matters related thereto, including the expenses of the Boilermaker Contractors' Association. Contributions on all overtime hours shall be calculated at the applicable overtime rate.

22.03

The Boilermaker Contractors' Association agrees the language within the BCA / IBB Alberta Maintenance Collective Agreement to be gender neutral.

ARTICLE 23.00 – IMPLEMENTATION, DURATION AND RENEWAL OF AGREEMENT

23.01

This Agreement shall become effective upon signing and will remain in effect until December 31, 2028 and from year to year thereafter unless written notice to terminate or amend the Agreement is filed by either Party at least ninety (90) days prior to the expiration date.

ARTICLE 24.00 – SUBMISSION OF DUES AND OTHER CONTRIBUTIONS

24.01

The collection and submission of Union Dues and the submission of all other contributions as specified in the local area Construction Agreement are a firm commitment and obligation on the Employer under this Agreement. Failure to comply constitutes a serious breach of the Agreement.

The parties to the Agreement may impose penalties which could include:

- a) the appointment of an independent auditor to inspect those books and records of the Employer, pertaining to the above stated contributions, where the parties have reasonable grounds to believe that all proper contributions have not been made under this Collective Agreement. Where the Employer is delinquent and the parties initiate collection proceedings, the Employer shall bear all the costs of collection, including the costs of Arbitration and interest on the aforesaid monies, computed at the prime rate plus 1% of the Bank of Canada.
- b) requiring the Employer to post a monetary bond prior to the start of a job where the Employer establishes a practice of delinquency.

24.02

All submissions must be accompanied by a list showing each employee's name, date of birth, hours worked, hours earned, Field Union Dues and Monthly Union Dues and the amount of each contribution together with the hours worked or other applicable figure on which it is based.

24.03

Forms are available to assist in calculating and tabulating the contributions and submissions and giving instructions regarding where and how they are to be sent. Employers should contact the appropriate Local Lodge officer for instructions as to where and how to obtain the forms.

24.04

Submissions must be mailed no later than the fifteenth (15th) of the following month.

ARTICLE 25.00 – ENABLING CLAUSE

25.01

Where a particular Article or Articles of this Collective Agreement is or are found to work a hardship for a particular project or specific geographical area, the terms and conditions of this Agreement for that project or specific geographical area, may be modified by the mutual consent of the Local Lodge and the Boilermaker Contractors' Association when they deem it prudent. It is understood and agreed that where mutual agreement for such change cannot be achieved, the request shall not be subject to either grievances or Arbitration.

Dated this 1st day of June, 2025.

FOR LOCAL LODGE 146:

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and Helpers
Local Lodge 146

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

FOR THE EMPLOYER:

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors,
Boilermaker Contractors' Association

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

LETTER #1

Letter of Understanding Between Boilermaker Contractors' Association And The International Brotherhood of Boilermakers

Tank Work Employers Letter (Referred to In Article 21.00)

Because of the nature and requirements of the work, the Local Lodge and the Employers have agreed to the following Letter of Understanding for the performance of the following work:

The erection, dismantling, rework, repair, or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other plate work erection which has traditionally been considered by the Local Lodge and Employer as falling under the scope and intent of "Tank Work".

The Employers have agreed with the Local Lodge as to the importance and requirements of employing qualified members of the Local Lodge whenever they are available. The Local Lodge has recognized the nature of the experience and qualifications required for this work. The Employer will consult with the Business Manager of the Local Lodge having jurisdiction over the project ten (10) days in advance of the start of the project regarding manpower requirements.

The Employer with mutual agreement with the Local Lodge Business Manager will be permitted to name hire from the Out of Work List of the Local Lodge, two (2) employees who are qualified to and will perform the operation of any automatic welder. The Employer may also select six (6) Journeypersons from any Out of Work List of the Local Lodge for every New Project for up to the first four (4) tanks. For every additional group of four (4) tanks or part thereof the Employer will be extended the same name hire provisions as above.

The next five (5) employees will be dispatched from the Local Out of Work List without regard for name hire privilege.

All additional employees shall be dispatched on the basis of twenty-five percent (25%) name hire.

Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.

Work Not Available. When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.

When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.

If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.

Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

This Letter of Understanding shall be attached to and form part of and the maintenance agreement between the parties and its duration will mirror that of the agreement.

Dated: June 1, 2025

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers

Signed of behalf of the:
Boilermaker Contractors'
Association

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

LETTER #2

ACCEPTABLE RECEIPT FOR SUBSISTENCE REIMBURSEMENT

During the recent 2010 Collective Agreement negotiations the following criteria was established as a requirement for the reimbursement of subsistence. The following information must appear on all receipts:

1. Date
2. Name of Establishment and Name of Contact Person if appropriate (see examples below) ABC Motel – Company letterhead receipt – Name of Contact Person not required B & B or Relative (non-registered) – Name of Contact Person required
3. Complete Address and Phone Number of the Establishment
4. Employee's Full Name
5. Reason/Description of Cost (including dates)
6. Total Cost

Below is an **example** of a receipt containing the proper information. A receipt without complete or required information will not be considered.

Date of Receipt: September 1, 2010

Name of Establishment: ABC Motels and Lodging (Company letterhead/Registered)
B&B or Relative (non-registered) – Contact Name – Tom Jones

Full Address of Establishment: 111 Any Street, Anywhere, Canada
Phone Number: (999)-222-1234

Employee's Full Name: John Smith

Reason for Cost (including date(s)): One night accommodation on August 31, 2010

Total Amount Paid: \$00.00

LETTER #3

**Letter of Understanding
between
The Boilermaker Contractors' Association
(the "Association")
and
The International Brotherhood of Boilermakers, Local 146
(hereinafter referred to as the "Local Lodge")**

Re: Referral for Case Managed Aftercare

Whereas:

An individual must be referred to a substance abuse expert following a failure to comply with the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "Canadian Model").

The Local Lodge acknowledges that the contractor to whom the individual would have been dispatched will refer the individual for assessment following contravention of Article 3.0 of the Canadian Model for any site access testing that may be required in accordance with Article 4.7 of the Canadian Model but agrees and understands that such referral does not make the individual an employee of the contractor for the purposes of the collective agreement between the Association and the Local Lodge.

Once the individual is assessed by a substance abuse expert, recommendations are prepared and disclosed for the purpose of establishing expectations in accordance with the substance abuse expert's recommendations, entering into a post assessment agreement and supporting compliance with prescribed aftercare.

A member who has violated the Canadian Model or tested non-negative on a site access A&D test must be assessed by a substance abuse expert and comply with the resulting recommendations as a condition of being eligible for future dispatches.

There are advantages to referring substance abuse expert recommendations to qualified third party professionals for administration on behalf of the parties. Third party professionals are positioned to offer a higher level of:

- (a) confidentiality
- (b) consistency, and
- (c) expertise

Contracting the administration of substance abuse expert recommendations to third party professionals is expected to be more effective in meeting the safety objectives contained in the Canadian Model and increase the quality of service afforded to affected individuals.

Now therefore, it is Agreed between the parties hereto that:

- 1) Substance abuse expert recommendations arising from Employer administered A&D tests conducted pursuant to the Canadian Model and arising from those who violate Article 3 of the Canadian Model shall be referred to and administered by Homewood Health Inc. (third party professionals). Such substance abuse expert recommendations shall apply to employment and prospective employment in respect to any collective agreement to which the Local Lodge and the Association are signatory. Substance abuse expert recommendations shall be shared with an Employer only if they are in respect to a current employee, who has contravened Article 3 of the Canadian Model, while in the employ of that Employer.
- 2) Service providers including Homewood Health Inc. will keep all information in accordance with applicable privacy laws.
- 3) The Association will provide the funding to the third party providers who are responsible for administering substance abuse expert recommendations.
- 4) The Local Lodge will not knowingly dispatch an individual who has violated Article 3 of the Canadian Model or tested non-negative on a site access test until the individual has been assessed and has agreed to follow any treatment recommendations made by the third party provider.
- 5) When an individual is referred for assessment by a substance abuse expert, Homewood Health Inc. shall promptly disclose the referral to the Local Lodge in order to ensure that the individual does not obtain a new dispatch before being assessed.
- 6) This Letter of Understanding shall be attached to and form part of and the maintenance agreement between the parties and its duration will mirror that of the agreement.

All of which is agreed this 1st day of June , 2025:

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers

Signed of behalf of the:
Boilermaker Contractors'
Association

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

LETTER #4

**Letter of Understanding
by and between
Boilermaker Contractors' Association of Alberta
(the "Association")
and
International Brotherhood of Boilermakers Local Lodge 146
(the "Local Lodge")**

Re: Rapid Site Access Program

Whereas:

- A. The parties intend to reduce redundant substance testing and related costs and to expedite access to participating worksites.
- B. Alcohol and other drug work rules, such as the *Canadian Model for Providing a Safe Workplace: Alcohol and Drug Guidelines and Work Rule* (the "*Canadian Model*"), are more effective if they are implemented in such a way as to preserve the dignity and privacy of participant employees.
- C. Coordinating the exchange of sensitive information through a centralized third party provides greater control over the collection, use, disclosure, safeguards, and storage of personal information.
- D. Retaining the continuity of information through a centralized third party is necessary in order to reduce redundant testing, expedite access to worksites and provide seamless after-care support to affected employees.
- E. Comprehensive professional third party case administration provides for the effective delivery of education, compliance and, if necessary, accommodation strategies. Professional treatment, education, follow-up and after-care frameworks support affected employees in maintaining compliance with the *Canadian Model* and, if necessary, recovering from an addiction and/or dependency to alcohol or other drugs.
- F. In 2004, the Department of Health and Human Services Substance Abuse and Mental Health Services Administration and, in 2008, leading experts in direct consultation, confirmed that laboratory oral fluid testing is accurate, reliable, and appropriate for unannounced testing. Due to the shorter detection windows than found in urine testing, it was found that oral fluid testing is not appropriate for follow-up testing and not appropriate for testing where prior notice of the test is given.
- G. Several Arbitration cases have accepted the validity of laboratory oral fluid testing but in none of those cases was the laboratory oral fluid testing itself the

subject of challenge. Accordingly, at the time of signing this Agreement, the validity of laboratory oral fluid testing has yet to be established in Canadian law.

Now therefore, it is Agreed between the parties hereto that:

1. Subject to (2) and (3) below, the parties support the implementation of the Rapid Site Access Program and the Local Lodge and the Employer agree to be bound by and comply with the *Rapid Site Access Program Procedural Rules*, as amended from time to time.
2. The Local Lodge's agreement in (1) above is subject to the adoption of laboratory based oral fluid testing for the random component of drug testing administered by the Rapid Site Access Program. However, in the event laboratory oral fluid testing is successfully challenged in law, the Local Lodge agrees urine based testing shall apply.
3. Subject to (2) above, where the Local Lodge does not agree to an amendment to the *Rapid Site Access Program Procedural Rules*, the Local Lodge may opt-out of agreeing to said amendment by giving notice in writing to the Registered Employers' Organization and the Rapid Site Administrative Committee.
4. For Industrial work, the Employer contributions shall be established by the Association and may be changed by the Board of Directors of the Association, and notice to an Employer and the Local Lodge from the Association respecting such amendment shall be sufficient. Rapid Site Access Program contributions shall be forwarded to the Association, at an address provided by the Association. These contributions shall be used by the Boilermaker Contractors' Association to provide the funding, among other things, for the third party providers who are responsible for delivering the services in respect to the Rapid Site Access Program.
5. This Letter of Understanding shall be attached to and form part of the maintenance agreement between the parties and its duration will mirror that of the agreement.

All of which is agreed to this 1st day of June, 2025:

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Forgers and Helpers

Signed of behalf of the:
Boilermaker Contractors'
Association Blacksmiths,

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers,
Local Lodge 146

SIGNATURE ON FILE

Glenn Tardif
International Brotherhood of
Chair, Board of Directors
Boilermaker Contractors' Association

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

LETTER #5

LETTER OF UNDERSTANDING

By and Between

The Boilermaker Contractors' Association of Alberta

(hereinafter referred to as the "BCA ")

and

International Brotherhood of Boilermakers, Iron Ship Builders,

Blacksmiths, Forgers and Helpers - Local Lodge 146

(hereinafter referred to as the "Local Lodge")

Re: Continuing Case Managed Aftercare

Whereas individuals who have had a violation of the *Canadian Model for Providing a Safe Workplace Alcohol and Drug Guidelines and Work Rule* (the "*Canadian Model*") may be required to attend post assessment counselling (PAC) and submit to follow up testing over a prescribed period of time as part of their substance abuse expert (SAE) recommendations and return to work agreement; and

Whereas PAC and follow up testing are put on hiatus when an individual not employed with an RSAP Participating Contractor or not employed thereby extending the time that an individual remains in case managed aftercare beyond the prescribed period of time in the SAE recommendations; and

Whereas successful completion of the SAE recommendations during the prescribed period of time provides for the best opportunity of success for the individual to return to work and sustain continued employment in a safety sensitive environment;

Now therefore, it is Agreed between the parties hereto that:

- 1) Individuals who are in case managed aftercare for a violation of the *Canadian Model* and who are not working for a Participating RSAP Contractor or employed under the collective agreement between the parties listed above and are not eligible for funding under the Boilermaker Contractors of Alberta Employee Assistance Program ("BCABEAP") eligibility criteria, shall be permitted Local Lodge option to participate in continuing their case managed aftercare. The Local Lodge and the individual must state their agreement to participate in continuing case managed aftercare in writing. This written agreement will allow the required case managed aftercare to continue and be conducted during the prescribed period of time as stated in the SAE recommendations.
- 2) When the individual is not working for an RSAP Participating Contractor or employed under the collective agreement between the parties listed above; is not eligible for funding with BCABEAP; and has selected this option in writing, the individual will be responsible for all associated costs of case managed aftercare as per the case management eligibility criteria established. The associated costs may include the substance abuse assessment, post assessment counselling, return to work testing, follow-up testing and case management services provided by the third party case administrator and administrative costs.
- 3) Where the Local Lodge and the individual have agreed in writing to participate in continuing case managed aftercare including offsite testing and where the

individual has either a follow-up A&D test result that is reported by the MRO as a positive, a refusal to test, or a failure to attend a collection site for a scheduled off- site follow up test, the individual's status will be classified as inactive. The individual, when classified inactive, will be ineligible for dispatch until his/her status is classified as active by the 3rd party case administrator. The individual will be required to self-fund all associated costs (as listed in 2) above) and comply with the recommendations as reported in the SAE Report to be classified as active.

- 4) This Letter of Understanding shall be attached to and form part of the maintenance agreement between the parties and its duration will mirror that of the agreement.

Date: June 1, 2025

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Forgers and Helpers

Signed of behalf of the:
Boilermaker Contractors'
Association Blacksmiths,

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

LETTER #6

LETTER OF UNDERSTANDING

By and Between

The Boilermaker Contractors' Association of Alberta

(hereinafter referred to as the "BCA ")

and

**International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
Forgers and Helpers – Local Lodge 146**

(hereinafter referred to as the "Local Lodge")

Now therefore, it is agreed between the parties hereto that:

1. The Canadian Model For Providing A Safe Workplace, Version 6.1 in its original format shall be incorporated into and form part of the collective agreement; except that Articles 2.2(d) and 4.2.2(c) are interpreted as follows:
 - a. Article 2.2 (d) shall be interpreted so that the term “Industry Stakeholder” shall include and incorporate the bargaining agent or labour provider to which employees belongs.
 - b. 4.2.2 (c) –The words “Inform a co-worker, a supervisor or a representative of the company to which the employee may belong, of their wish to contact a person responsible for the administration of an EAP” shall be interpreted to be “Inform a co-worker, a bargaining agent, a labour provider, a supervisor, a representative of the company to which the employee may belong, of their wish to contact a person responsible for the administration of an EAP”.

If the Employer fails to refer the employee to Homewood Health within two (2) weeks and the employee is no longer eligible for the payment program under the BCA's funding model, then the Employer must pay all costs associated with the program on behalf of that employee.

It is understood that an investigation and a standard process for such investigation will be followed to ensure reasonable grounds have been established.

This Letter of Understanding shall be attached to and form part of the maintenance agreement between the parties and its duration will mirror that of the agreement.

Date: June 1, 2025

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers

Signed of behalf of the:
Boilermaker Contractors'
Association

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

LETTER #7

LETTER OF UNDERSTANDING

By and Between

The Boilermaker Contractors' Association of Alberta

(hereinafter referred to as the "BCA")

and

International Brotherhood of Boilermakers, Iron Ship Builders,

Blacksmiths, Forgers and Helpers – Local Lodge 146

(hereinafter referred to as the "Local Lodge")

Re: Hours for Calculation of Remittances

Effective the second Sunday following ratification (June 1, 2025), and approval of the total wage package distribution. Approval of the total wage package distribution is to occur at least two weeks prior to the effective date of the second Sunday following ratification, in order to allow contractors time to implement.

The parties agree as follows:

1. The parties agree that the Employers will remit payments for BCABEAP and RSAP on the basis of hours worked.
2. The parties agree that the Employers will remit payments for all funds in accordance with article 19.01 and will be made on the basis of hours earned by members.
3. The Employer agrees to separately cover costs associated with hours earned for the Health and Welfare fund without further contribution from the Local Lodge.
4. Both parties agree to adjust the appropriate wage and benefits schedule accordingly as set out in the attached Wage and Benefit Schedule and will refer to footnotes A and B (IBB/BCA Alberta Maintenance Agreement) to describe the basis for payment of funds.
5. This letter will take effect upon the signing of this Collective Agreement and last for the duration of the agreement, including for any time during which the collective agreement is bridged by operation of law during collective bargaining.

Date: June 1, 2025

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers

Signed of behalf of the:
Boilermaker Contractors'
Association

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

Letter #8

LETTER OF UNDERSTANDING

Between the
International Brotherhood of Boilermakers, Local Lodge 146
(hereinafter referred to as the "Local Lodge")
and
The Boilermaker Contractors' Association
(hereinafter referred to as the "Employer")

RE: Online Portal for Employers to Access Alberta Job Ready Dispatch Training Records

The Local Lodge commits to creating an online portal to house the Alberta Job Ready Dispatch (AJRD) training records listed under Article 6.06 to provide Employers with the ability to access and download the records to make it easier for Employers to complete the necessary health and safety due diligence before permitting the employee to start work, and to comply with the requirements set out in the Occupational Health and Safety Act and its regulations.

The Local Lodge further commits to have the above-mentioned online portal for Employers to access employee (ADJR) training records developed and implemented by December 31, 2025.

Date: June 1, 2025

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers

Signed of behalf of the:
Boilermaker Contractors'
Association

SIGNATURE ON FILE

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers Local Lodge 146

Glenn Tardif
Chair, Board of Directors
Boilermaker Contractors' Association

SIGNATURE ON FILE

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers, Local Lodge 146

Mitch Soetaert
Board of Directors
Boilermaker Contractors' Association

APPENDIX A

HOURS OF WORK PROVISIONS

SUNCOR REFINERY EDMONTON, ALBERTA

1) COMPRESSED WORK WEEK ARRANGEMENTS

- a) The parties to this Agreement agree that the maximum of nine (9) hours shall constitute a normal days work beginning at 7:30 a.m. and ending at 5:00 p.m. (excluding a one-half hour (1/2) lunch break) may be utilized if restricted to Long Term Base Crew employees. With the understanding that this work schedule is utilized to compensate the employees for hours lost during the twenty-six (26) yearly earned days off (EDO's), in keeping with the terms of the Maintenance Contract with Suncor, Edmonton Refinery, the maximum normal work week shall be forty-five (45) hours beginning Monday at 7:30 a.m. and ending Friday at 5:00 p.m. Of the twenty-six (26) EDO's, eighteen (18) will be scheduled by Suncor and the remaining eight (8) will be designated as flex EDO's to be taken as mutually agreed between the employee and the supervisor.

It is understood that when an employee is hired with the intentions of an employment term of more than a six (6) week period, that employee will be automatically on the aforementioned Compressed Work Week arrangements and be considered as a Long Term Base Crew employee.

Should an employee be terminated prior to working six (6) weeks, an adjustment shall be made in accordance with the terms of Clause b).

- b) It is understood that when employees are hired with the intentions of short-term employment (defined as less than six (6) weeks from the date of hire) that they will be paid in the following manner. During this six (6) week period, employees will be paid time and one-half (1 1/2) for the ninth (9th) hour.

Should the employee be employed onsite after six (6) weeks on the job, that employee will then be considered part of the Long Term Crew and paid in accordance with the Compressed Work Week payment terms (except as outlined in item (e) below).

- c) Overtime payments for work on the scheduled eighteen (18) days off will be at time and one half (1 1/2) for the first twelve (12) hours and double-time (2) paid

thereafter. Double-time (2) will be paid for all hours worked on Sundays and Statutory Holidays. If an employee is asked to work their scheduled flex day off without being given forty- eight (48) hours notice, then the employee will be paid overtime at time and one half (1 ½) for up to twelve (12) hours except on Sundays and Statutory Holidays where double-time (2) will be paid for all hours worked. Once scheduled, requests for employees to work on flex days will only be made a last resort, after all reasonable options are made to find alternate arrangements.

If a long term employee is terminated without having a flex EDO within the previous six (6) weeks, then an adjustment will be made to pay any regular hours worked in excess of two hundred and forty (240) hours over the previous six (6) weeks at the applicable overtime rate.

- d) The employee will provide a minimum of seven (7) days notice when requesting flex. EDO's. Special circumstances will be considered by the supervisor wherein a shorter notice period may be allowed. It is understood that: the onus is on the employee to request the flex EDO's; that these EDO's are over and above the minimum vacation and statutory holiday required by law, and that overtime payment will not be made for flex days not taken by the employee with the exception of those circumstances outlined in items b) and c) above
- e) During a period of Plant Shutdown, all employees hired with the intentions of short- term employment shall be paid based on five (5) eight (8) hour days Monday to Friday or four (4) ten (10) hour days Monday to Thursday and or Tuesday to Friday. Those hired for the Plant Shutdown will continue to receive compensation under the terms of short term employment until the conclusion of the work even if they are on site longer than six (6) weeks. All Long Term Base Crew employees shall remain on the compensation terms of the Compressed Work Week arrangements where applicable overtime payments will be made for work on a scheduled day off as per Clause c).

APPENDIX B

APPROVED WORKSITES FOR THE 9/80 SCHEDULE

- ☐ Shell Scotford, Ft. Saskatchewan, Alberta
- ☐ Nutrien Redwater Fertilizer, Redwater, Alberta
- ☐ Northwest Redwater, Alberta

(See overtime provisions below for the 9/80 Schedule)

9/80 WORK SCHEDULE

This work week averages to forty (40) hours straight time over a two-week period and is generally known as the 9/80 schedule. It is intended for on-going work and does not operate in “major shutdown” situations.

1) Work week and overtime arrangements will be as follows:

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday and one (1) eight (8) hour straight time day on Friday in the first week.

The regular work week will consist of four (4) nine (9) hour straight time days Monday to Thursday in the second week. Friday is a day off.

2) Overtime on the altered work week schedule will be paid as follows:

Week 1 Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Time and one half (1 ½) will be paid for the first (4) hours worked before or after the regular eight (8) hour days. Double-time will be paid thereafter.

Week 2 Time and one half (1 ½) will be paid for the first three (3) hours worked before or after the regular nine (9) hour days. Double-time will be paid thereafter.

Time and one half (1 ½) will be paid for the first twelve (12) hours worked on the earned Friday off. Double-time will be paid thereafter.

Double-time will be paid on Sundays and Statutory Holidays for all hours worked

In chart form for clarity:

	WEEK 1							WEEK 2						
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Reg Hours	9	9	9	9	8			9	9	9	9			
Days Off						Off	Off					Off	Off	Off
O/Time Payt's	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	4 hrs 1 ½	12 hrs 1 ½	DT	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	3 hrs 1 ½	12 hrs 1 ½	12 hrs 1 ½	DT

- 3) It is understood that those required to work more than ten (10) hours on this shift are entitled to an overtime meal and break pursuant to the overtime meal articles in the agreement.

APPENDIX C

IOL STRATHCONA – WORK WEEK ALTERATION

1. Those employees working long-term maintenance at the Imperial Oil Strathcona site will work eight and sixth tenths (8.6) hours at straight time Monday to Friday. The extra six tenths of an hour (.6) hour worked each Monday to Friday is designed to compensate the employee for the sixteen (16) scheduled EDO's.
2. All additional hours after the eight and sixth tenths (8.6) will be performed at the regular overtime provisions as indicated in the Maintenance Agreement.
3. It is understood that those required to work more than ten (10) hours on this shift are entitled to an overtime meal break at the ten hour mark (10) pursuant to the overtime meal articles in this agreement.
4. Overtime payments for work on the sixteen (16) scheduled EDO's will be paid at double (2x).
5. This schedule has been implemented to allow for the harmonization between the client's operational personnel and the long-term maintenance employees supplied by the Employer signatory to this agreement.
6. This work week alteration also ensures that those working long-term maintenance are compensated for the sixteen (16) EDO's.

WORK WEEK CONDITIONS								
	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	EDO's
Reg Hours	8.6	8.6	8.6	8.6	8.6			
Days Off						Off	Off	
O/Time Pay'ts	1.4 hrs 1 ½	1.4 hrs 1 ½	1.4 hrs 1 ½	1.4 hrs 1 ½	1.4 hrs 1 ½	DT (x2)	DT (x2)	All hours DT (x2)
O/Time Pay'ts	DT After Ten (10)	DT After Ten (10)	DT After Ten (10)	DT After Ten (10)	DT After Ten (10)			

APPENDIX D – SIGNATORY EMPLOYERS

The following listed Employers are signatory to the BCA and IBB Local 146 Maintenance Agreement.

The list may be amended from time to time as maintenance work is awarded by the Owners and Employers are signed to the Adherence Agreement.

- **Aecon Industrial Western**
- **Alberta Exchanger Ltd.**
- **Altex Industries Inc.**
- **APTIM Services Canada Corporation**
- **Atlantic Plant Installation Canada Inc. (APM)**
- **AZZ Specialty Welding**
- **Babcock & Wilcox Canada Corp.**
- **Black & McDonald Limited**
- **CAM Field Solutions Canada Corp.**
- **CEDA**
- **CIMS Limited Partnership**
- **ClearWater Energy Services Inc.**
- **Dacro Industries Inc.**
- **Edmonton Exchanger and Refinery Services**
- **Horton CBI, Limited**
- **LML Industrial**
- **MBB Power Services**
- **Melloy Industrial Services Inc.**
- **Minestar Industrial Inc.**
- **Proveo LP**
- **T&M Specialty Contractors Corporation**
- **TAMS Maintenance and Construction Ltd.**
- **TIW Steel Platework Inc.**
- **Team Industrial Services**
- **TVE Industrial Services Ltd.**



**ADDENDUM
LETTER OF UNDERSTANDING
FOR LONG TERM MAINTENANCE
AS DEFINED HEREIN**

BETWEEN

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS,
LOCAL LODGE 146, ALBERTA**
(hereinafter referred to as the "Local Lodge")

ON ITS OWN BEHALF AND WITH THE SUPPORT OF

**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS**
(hereinafter referred to as the "International Union")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
ON ITS OWN BEHALF AND ON BEHALF OF
THE BOILERMAKER CONTRACTORS' ASSOCIATION OF ALBERTA**
*(On behalf of all its participating member companies and those contractors who are
certified to and/or voluntary recognize Boilermakers Local Lodge 146
hereinafter referred to as the "Employer")*

Effective: June 1, 2025 to December 31, 2028, including any statutory
bridging.

Definitions:

Long Term Maintenance: Is work performed as on-going routine maintenance.

Short Term Maintenance: Work performed by employees working either a planned or unplanned events not considered new construction that is of a temporary nature.

Contractors (by mutual agreement between the Local Lodge and the BCA) currently operating under long term maintenance contracts will be deemed to have met duration and contractual thresholds, and as such, will be grandfathered into this agreement upon receipt of notice.

Moving forward, any Employer desiring to utilize this Letter of Understanding (LOU) for long term maintenance, must apply to the Boilermaker Contractors' Association and the International Brotherhood of Boilermakers, Local Lodge 146 for purposes of review and orientation and present written evidence of the Owner's intent to engage that Employer in the performance of maintenance services for a minimum period of one full year, subject to the usual termination clauses in such contracts.

It is further understood that the LOU for long term maintenance shall not be applicable for "shutdown" or "turnaround" work except when such work is performed within the scope of full or year-round supplementary maintenance contracts. In order to implement this restriction, it is understood that on newly constructed plants or units a shutdown may occur at any time under the terms of the LOU for long term maintenance but existing plants employing this service must have been under contract for full or year-round supplementary Maintenance service for at least four months prior to commencement of the shutdown/turnaround or such work shall be performed under the terms of the local Construction Agreement.

Should the contract for full or year-round supplementary maintenance be terminated during the term of this LOU for long term maintenance for any of the projects listed, this LOU for long term maintenance shall be considered null and void as it applies to that project or projects.

The Letter of Understanding (LOU) is entered into the day of 1st day of June, 2025 by and between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local Lodge 146 and the Boilermaker Contractors' Association of Alberta covering long term maintenance at the following sites:

CANADIAN FERTILIZER LIMITED located at Medicine Hat, Alberta
CANADIAN NATURAL RESOURCES LTD., Ft. McMurray, Alberta including Albion
DOW CHEMICAL LIMITED located at Fort Saskatchewan, Alberta
DOW CHEMICAL LIMITED located at Prentiss, Alberta
SHELL CANADA LIMITED, Scotsford Complex located at Fort Saskatchewan, Alberta
SUNCOR INC., located at Tar Island, Alberta including Firebag In-Situ Project, Fort Hills and MacKay River
SYNCRUDE CANADA LIMITED, located at Mildred Lake, Alberta and Aurora
CNOOC Long Lake Site, Ft. McMurray, Alberta
CENOVUS ENERGY INC. Surmont 1 Operations

Dated the 1st day of June, 2025

FOR THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, LOCAL LODGE 146

SIGNATURE ON FILE

Mackenzie Walker
Business Manager/Secretary-Treasurer
IBB Local Lodge 146

SIGNATURE ON FILE

Jason Speer
Chair, Bargaining Committee
IBB Local Lodge 146

FOR THE BOILERMAKER CONTRACTORS' ASSOCIATION

SIGNATURE ON FILE

Glenn Tardif
Chair, Board of Directors

SIGNATURE ON FILE

Mitch Soetaert
Board of Directors

Article 1.000 Compressed Work Week Conditions

Article 1.100

A "Compressed Work Week" system may be established when it is intended to operate the system in excess of fourteen (14) calendar days. The system may be arranged to cover continuous plant operation for seven (7) days per week.

The fourteen (14) calendar day requirement does not apply to those compressed work week schedules that average forty (40) hours per week, Monday to Friday. In this case, the schedule must be established for a minimum of one (1) week timeframe, Monday to Friday.

Article 1.101

Employees engaged under the Compressed Work Week shift conditions must complete fourteen (14) days or four (4) days as noted above except that when an employee is replaced within the shift for any reason (temporarily or permanently) both the replaced employee and the replacing employee shall be considered as the same for determining pay conditions under this Article.

Article 1.102

In the event that the fourteen (14) day conditions are not met, pay conditions will be adjusted to pay eight (8) hours per day Monday through Friday at the straight time hourly rate, plus applicable shift premium, and all hours worked after the eight (8) hours per day, Monday through Friday and all hours worked on Saturday and Sunday at the applicable overtime rates.

Article 1.102.1

When an employee is transferred from one Compressed Work Week schedule to another Compressed Work Week schedule and either schedule does not last fourteen (14) days, pay conditions will be adjusted in accordance with Article 1.102 for that cycle.

Article 1.103

It is understood that Compressed Work Week Schedules A through Y have been established and such schedules may be reactivated without approval of the Local Lodge (see attached Appendix "A").

Article 1.104

When a compressed work week schedule has not been established as noted in Article 1.103, such schedules must be mutually agreed to between the Local Lodge and the Employer.

The Employer may request that any new shift, once established, be added to the schedules referred to in Article 1.103.

Article 1.200

The standard work day shall be up to twelve (12) hours of continuous employment including lunch breaks except those breaks provided for in Article 1.506.

Article 1.300

- a) All overtime worked in excess of a regularly scheduled twelve (12), ten (10) or eight (8) hour shift and all hours worked on regularly scheduled days off shall be paid at the applicable

overtime provisions in accordance with the established Compressed Work Week rates.

1. On the twelve (12) hour day, all Earned Days Off (EDO's) will be compensated as follows: The first three (3) hours worked at double-time (2x)
The next six (6) hours worked at time and one half (1½x)
The last three (3) hours worked at double-time (2x).
 2. On the ten (10) hour day, all EDO's will be compensated as follows:
The first two and one half (2½) hours worked at double-time (2x)
The next five (5) hours worked at time and one half (1½x)
The last two and one half (2½) hours worked at double-time (2x)
 3. On the eight (8) hour day, all EDO's will be compensated as follows:
The first two (2) hours worked at double-time (2x)
The next four (4) hours worked at time and one half (1½x)
The last two (2) hours at double-time (2x)
- b) All hours worked on Statutory Holidays will be paid at double-time (2x) in accordance with Compressed Work Week rates.

Article 1.400

Payment for statutory holidays, listed below:

New Year's Day	Labour Day
Family Day	National Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

Shall be subject to the following:

Article 1.401

Payment for the statutory holidays, as listed in Article 1.400, shall be in accordance with the applicable schedule or by Federal or Provincial legislation.

Article 1.402

All time worked on statutory holidays, as listed in Article 1.400, shall be paid at the applicable overtime rate, but in no case shall overtime rates exceed double the hourly day rate except as noted in Article 1.300 (b).

Article 1.403

A Compressed Work Week shift schedule will not be cancelled and reinstituted within a cycle if the intention is to avoid payment for statutory holidays. If this occurs all time worked on the first cycle after reinstitution up to a maximum of fourteen (14) days will be in accordance with

Day Work Conditions.

Article 1.500

Rates for Compressed Work Week Schedules will be determined on the following basis:

Article 1.501

The compressed work week rate is the rate calculated by adding the compressed work week overtime rate and the compressed work week shift premium where applicable.

Article 1.502

Determination of premiums for compressed work week rates will be calculated as follows:

Article 1.503

Compressed Work Week Shift Premiums

- i) Number of hours on shift per cycle x number of cycles per year = NUMBER OF HOURS ON SHIFT PER YEAR.
- ii) Number of hours on shift per year x shift premium = TOTAL SHIFT PREMIUM.
- iii) Total shift premium divided by the number of hours in a standard year = SHIFT PREMIUM PER HOUR.
- iv) The shift premium on all compressed work week night shifts will be three dollars and fifty cents (\$3.50) per hour for all straight time hours worked on shift.

Article 1.504

Compressed Work Week Overtime Rate

- i) Number of hours per cycle x number of cycles per year = NUMBER OF ACTUAL HOURS PER YEAR.
- ii) Number of actual hours per year minus number of hours in a standard year = NUMBER OF OVERTIME HOURS PER YEAR.
- iii) Number of overtime hours per year x overtime premium (2X) x Long-Term rate = TOTAL OVERTIME DOLLARS.
- iv) Standard hours per year x Long-Term rate plus total overtime dollars (divided by the actual hours of work per year) = COMPRESSED WORK WEEK OVERTIME RATE.

Article 1.505

- i) A year is defined as three hundred and sixty-four (364) days (fifty-two (52) x seven (7)).
- ii) A standard year is two thousand and eighty (2,080) hours (fifty-two (52) x forty (40)).
- iii) Total hours per cycle is defined as the sum of the hours worked on all days in cycle.
- iv) Number of cycles = NUMBER OF DAYS IN A CYCLE DIVIDED INTO THREE HUNDRED AND SIXTY-FOUR (364).
- v) Number of hours on shift per cycle = SUM OF THE HOURS WORKED ON ALL AFTERNOON OR NIGHT SHIFTS DURING A CYCLE.
- vi) A cycle is defined as the number of days, including scheduled days off, before the schedule repeats itself.

Article 1.506

When working ten (10) hours with two (2) fifteen (15) minute paid breaks and a half (1/2) hour lunch, the midday lunch period of one-half (1/2) hour on workdays of ten (10) hours or less between the hours of 7:30 a.m. and 7:30 p.m. will be unpaid.

Article 1.507

On twelve (12) hour shifts when working in conjunction with the Client's personnel the breaks provided will be the same as those scheduled for the Client working the same compressed work week schedule in the area. Under no circumstances will the employee be denied their required breaks. In all other instances there shall be three (3) half hour (1/2) paid breaks per twelve (12) hour shifts.

Article 1.508

It is the Employer's prerogative to transfer employees working on the same site between schedules/shifts, subject to proper payment under the new conditions.

Article 1.509**Shift changes from Day Work Conditions to Compressed Work Week:****Article 1.509.1**

- i) If an employee has started work during a normal work week Monday through Sunday, is then changed to a Compressed Work Week schedule and not given the required earned days off, they shall be paid straight time for the first forty (40) hours worked in the week at the applicable rate and overtime thereafter until the completion of the normal work week.
- ii) If an employee has started work during a normal work week Monday through Sunday, is then changed to a Compressed Work Week schedule and given the required earned days off, they shall be paid straight time for all scheduled hours worked on the new Compressed Work Week shift.

Article 1.509.2

An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½x).

Article 1.509.3

If an employee is given greater than the normal two (2) earned days off on their regular schedule due to having their shift changed to a Compressed Work Week schedule, they shall be paid straight time for those hours in excess of the earned days off they would have otherwise worked if the shift had not been changed.

Article 1.510

Shift changes from one Compressed Work Week schedule to another Compressed Work Week schedule:

Article 1.510.1

An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½x).

Article 1.510.2

If an employee loses time on their initial Compressed Work Week schedule due to having their Compressed Work Week schedule changed to a new Compressed Work Week schedule, they shall be paid for those hours they would have worked on their initial schedule up to the start of their new schedule.

In no case will missed hours be paid if the employee works forty (40) or more straight time hours in the calendar week. If less than forty (40) hours is worked in the calendar week, missed hours on the initial schedule will be paid but only to the extent that straight time hours on the new schedule in the calendar week plus hours worked on the old schedule in the calendar week plus missed hours on the initial schedule does not exceed forty (40).

Article 1.510.3

The penalty of Article 1.510.2 will not apply if the employee completes their regular work days on their initial schedule up to the scheduled days off, receives their scheduled days off or paid applicable overtime, if they work on their scheduled days off, and is given at least ten (10) hours notice of shift change.

Article 1.510.4

Earned days off on a Compressed Work Week are days which are scheduled as regular days off and are earned when regular scheduled consecutive work days immediately preceding have been worked.

If a fraction of the regular work days are worked the same fraction of the immediately following regular days off are earned. Any fraction of a day shall be considered one day when calculating earned days off.

When an employee is transferred to a different shift schedule all scheduled days off which have been earned must be given to the employee prior to the start of their new schedule. If earned days off are worked they shall be considered overtime and paid the applicable overtime rate.

Article 1.511**Shift changes from Compressed Work Week to Day Work Conditions:****Article 1.511.1**

An employee will be given twenty-four (24) hours advance notice prior to the start of their new shift and if not then they shall be paid their first shift at time and one-half (1 ½x).

Article 1.511.2

Article 1.510.4 applies in its entirety when amending Compressed Work Week schedules to Day Work Conditions.

Article 2.00 - Overtime

The Letter of Understanding includes double time provision for Long Term Maintenance and the BCA/IBB Local 146 Alberta Maintenance Agreement as per the following table.

Article 2.100 Long Term and Short-Term Maintenance

a) Five Eight Hour Days (5x8)

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	8 hours	Up to 2 hours	After 10 hours
Tuesday	8 hours	Up to 2 hours	After 10 hours
Wednesday	8 hours	Up to 2 hours	After 10 hours
Thursday	8 hours	Up to 2 hours	After 10 hours
Friday	8 hours	Up to 2 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Article 2.101

b) Four Ten Hour Day Option (4x10) Monday to Thursday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday	10 hours		After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday		Up to 10 hours	After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

c) Four Ten Hour Day Option (4x10) Tuesday to Friday:

Day of Week	Straight Time	Time and One Half (1.5x)	Double Time (2x)
Monday		Up to 10 hours	After 10 hours
Tuesday	10 hours		After 10 hours
Wednesday	10 hours		After 10 hours
Thursday	10 hours		After 10 hours
Friday	10 hours		After 10 hours
Saturday			All hours
Sunday			All hours
Stat Holiday			All hours

Article 3.000 – Wood Buffalo Local Residency

The Local Lodge shall, to the best of their ability, supply qualified tradespeople to perform the work described under this Agreement. The parties to this agreement support the concept that employees will provide trade qualification certificates, where applicable, at hire.

Local union member residents, defined as those potential employees whose residence is located in the Regional Municipality of Wood Buffalo, shall receive preference of employment.

A local resident is a person who resides in the Regional Municipality of Wood Buffalo at the date of hire.

An employee's residence is the place where they permanently maintain a self-contained domestic establishment (a dwelling place, apartment, or similar place of residence where a person generally sleeps and eats) in which they reside.

Original Documents (not photocopies) are required for proof of residence. These will be verified by the Employer, copied and returned.

The member will supply two (2) of the following documents as verification of their name and current address. It is understood that the Employer will ensure any copies of such documents will be handled in accordance with PIPA regulations.

- Any government issued identification
- Utility Bill
- Bank Statement
- Vehicle Registration
- Housing Rental Agreement
- Mortgage Documentation
- Land Title
- Credit Card Statement
- Income Tax Assessment
- Property Tax Assessment
- Employment Insurance
-

The Local Lodge will undertake to dispatch qualified persons for employment in the following sequence:

- i) qualified Union members who are local residents;
- ii) qualified Union members residing outside of the local area.

Local residents will retain employment priority should they possess the appropriate qualifications to remain on the job. An Employer choosing to layoff a local resident and keep a member residing outside of the area will notify the affected Local Lodge.

Article 4.000 –Wood Buffalo Regional Transfers

The Employer may transfer up to twenty (20) employees within the Wood Buffalo region on sites with a common Owner/Client when an increase of employees is required. Transfers are not

permitted to displace existing employees. It is understood that an employee has the right to refuse a transfer. A request for additional transfers beyond the twenty (20) employees may be mutually agreed upon between the Local Lodge and the Employer.

Transfers from one site to another will not trigger additional initial and terminal travel payments, however, should an employee be required to move from one (1) camp to another or from one (1) room to another, the provisions of Article 15.08 will apply.

Article 5.000 - Bereavement

For those employees with more than three (3) years of service with an Employer, the employee will be entitled to bereavement pay benefits of eight (8) hours multiplied by the employees' base wage rate for up to three (3) days of lost work incurred as a result of the employee's attendance at a funeral or memorial service upon the death of an employee's Spouse, Child, Parent, Parent-in-Law, Grandparent or Sibling. Bereavement Pay Benefits shall be paid at the straight time rate.

Article 6.000 - Vacation Pay

For Long-Term maintenance employees only, the following vacation pay will apply:

- up to three (3) years service - six (6) percent;
- more than three (3) years and up to seven (7) years service - seven (7) percent;
- more than seven (7) years service and up to ten (10) years service - eight (8) percent;
- more than ten (10) years service and up to twelve (12) years service - nine (9) percent;
- more than twelve (12) years service - ten (10) percent.

Long term maintenance employees who have a break in service with the Employer will maintain their years of service should the break in service be less than ninety (90) calendar days. A change to the commercial contract whereby an individual is moved from one Signatory Employer to another shall not be considered a break in service. The break in service is not applicable for those who quit or are terminated.

APPENDIX A
COMPRESSED WORK WEEK SCHEDULES – A THROUGH Y

I. SCHEDULE "A"

- (a) Straight days
- (b) Forty (40) hours
- (c) Number of hours on shift 40
- (d) Number of cycles per year 52
- (e) Number of Hours per cycle 40
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 0

II. SCHEDULE "B"

- (a) Straight days
- (b) Fourteen (14) twelve (12) hour shifts in a twenty-eight (28) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 13
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 104

III.SCHEDULE "C"

- (a) Alternating days and nights
- (b) Seven (7) twelve (12) hour day shifts and seven (7) twelve (12) hour night shifts in a twenty- eight (28) day cycle
- (c) Number of hours on shift 84
- (d) Number of cycles per year 13
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 1092
- (g) Number of overtime hours per year 104

IV.SCHEDULE "E"

- (a) Straight nights
- (b) Combination of eight (8) hour and twelve (12) hour shifts averaging forty (40) per week
- (c) Number of hours on shift 80
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 80
- (f) Number of hours on shift per year 2080
- (g) Number of overtime hours per year 0

V. SCHEDULE "F"

- (a) Alternating days and nights
- (b) Four (4) twelve (12) hour day shifts and four (4) twelve (12) hour night shifts in a sixteen (16) day cycle
- (c) Number of hours on shift 48
- (d) Number of cycles per year 22.75
- (e) Number of hours per cycle 96
- (f) Number of hours on shift per year 1092
- (g) Number of overtime hours per year 104

VI. SCHEDULE "G"

- (a) Straight days
- (b) Four (4) twelve (12) hour day shifts in an eight (8) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 45.50
- (e) Number of hours per cycle 48
- (f) Number of hours on night shift per year 0
- (g) Number of overtime hours per year 104

VII. SCHEDULE "H"

- (a) Straight nights
- (b) Four (4) twelve (12) hour night shifts in an eight (8) day cycle
- (c) Number of hours on shift 48
- (d) Number of cycles per year 45.50
- (e) Number of hours per cycle 48
- (f) Number of hours on shift per year 2184
- (g) Number of overtime hours per year 104

VIII. SCHEDULE "I"

- (a) Straight nights
- (b) Fourteen (14) twelve (12) hour night shifts in a twenty-eight (28) day cycle
- (c) Number of hours on shift 168
- (d) Number of cycles per year 13
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 2184
- (g) Number of overtime hours per year 104

IX. SCHEDULE "J"

- (a) Alternating days and nights
- (b) Four (4) twelve (12) hour day shifts and three (3) twelve (12) hour night shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 36
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 84
- (f) Number of hours on shift per year 936
- (g) Number of overtime hours per year 104

X. SCHEDULE "M"

- (a) Straight days
- (b) Seven (7) twelve (12) hour shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 84
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 104

XI. SCHEDULE "N"

- (a) Alternating days and nights
- (b) Two (2) eight (8) and six (6) twelve (12) hour shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 44
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 88
- (f) Number of hours on shift per year 1 144
- (g) Number of overtime hours per year 208

XII. SCHEDULE "O"

- (a) Straight days
- (b) One (1) eight (8) hour shift and three (3) twelve (12) hour shifts in a seven (7) day cycle
- (c) Number of hours on shift 0
- (d) Number of cycles per year 52
- (e) Number of hours per cycle 44
- (f) Number of hours on shift per year 0
- (g) Number of overtime hours per year 208

XIII. SCHEDULE "P"

- (a) Alternating days and nights
- (b) Combination of eight (8) and twelve (12) hour shifts in a fourteen (14) day cycle
- (c) Number of hours on shift 40
- (d) Number of cycles per year 26
- (e) Number of hours per cycle 80
- (f) Number of hours on shift per year 1040
- (g) Number of overtime hours per year 0

XIV. SCHEDULE "Q"

- (a) Straight days
- (b) Twenty (20) Ten (10) hour shifts in a thirty-five (35) day cycle (4 on, 3 off, 4 on, 2 off, 4 on, 3 Off, 8 on, 7 off)
- (c) Number of hours on shift 0
- (d) Number of cycles per year 10.4
- (e) Number of hours per cycle 200
- (f) Number of hours on shift/year 2080
- (g) Number of overtime hours/year 0

XV. SCHEDULE "R"

- (a) Alternating days and nights
- (b) Four (4) twelve (12) hour night shifts; Five (5) days off
- (c) Number of hours on shift per cycle 84
- (d) Number of cycles per year 12.55
- (e) Number of hours per cycle 168
- (f) Number of hours on shift per year 1054
- (g) Number of overtime hours per year 28

XVI. SCHEDULE "S"

- (a) Straight Days
- (b) Combination of eight (8) hour and twelve (12) hour shifts averaging forty (40) per week.
- (c) Number of cycles per year 26
- (d) Number of hours per cycle 80
- (e) Number of hours on shift per year 0
- (f) Number of overtime hours per year 0

XVII. SCHEDULE "T"

- (a) Alternating Days & Nights
- (b) Three (3) twelve (12) hour day shifts and three (3) twelve (12) hour night shifts in a twelve (12) day cycle.
- (c) Number of cycles per year 30.33
- (d) Number of hours per cycle 72
- (e) Number of hours on shift per year 1092
- (f) Number of overtime hours per year 104

XVIII. SCHEDULE "U"

- (a) Alternating Days & Nights
- (b) Two (12) hour day shifts and three (12) hour night shifts and four (4) days off, three (12) hour days shifts and two (12) hour night shifts and (5) days off.
- (c) Number of cycles per year 19.15
- (d) Number of hours per cycle 120
- (e) Number of hours on shift per year 1149
- (f) Number of overtime hours per year 218

XIX. SCHEDULE "V"

- (a) Alternating Days & Nights, Straight Days or Straight Nights.
- (b) Eighteen (18) twelve (12) hour shifts in a thirty-six (36) day cycle in a five (5) days on, 4 days off, 4 days on, 5 days off pattern.
- (c) Number of cycles per year 10.11
- (d) Number of hours on shift per year 1.091.88 (alternating days and nights), 2184 for straight nights.
- (e) Number of overtime hours per year 104

XX. SCHEDULE "W"

- (a) Straight Days
- (b) Six (6) twelve (12) hour shifts in a twelve (12) day cycle
- (c) Number of cycles per year 30.33
- (d) Number of hours per cycle 72
- (e) Number of hours on shift per year 0
- (f) Number of overtime hours per year 104

XXI. SCHEDULE "X"

- (a) Straight Nights
- (b) Six (6) twelve (12) hour shifts in a twelve (12) day cycle
- (c) Number of cycles per year 30.33
- (d) Number of hours per cycle 72
- (e) Number of hours on shift per year 2184
- (f) Number of overtime hours per year 104

XXII. SCHEDULE "Y"

- (a) Alternating days and nights
- (b) Fourteen (14) twelve (12) hour day shifts, fourteen (14) off and fourteen (14) twelve (12) hour night shifts, fourteen (14) off in a fifty-six (56) day cycle
- (c) Number of hours on shift 168
- (d) Number of cycles per year 6.5
- (e) Number of hours per cycle 336
- (f) Number of hours on shift per year 1092
- (g) Number of overtime hours per year 104

APPENDIX B

CF INDUSTRIES - SCHEDULED DAY OFF SCHEDULE

Appendix – Scheduled Day Off Schedule (SDO), CF Industries (Medicine Hat)

To harmonize with the Owner's in plant personnel at CF Industries, the Employer has been approved to work an 8-9-9-8-8 work week on a Monday to Friday rotation at the facility. It is intended for on-going work (core maintenance work) and does not operate in unplanned outages, scheduled outages or during "major shutdown" situations.

Guidelines of the 8-9-9-8-8 Schedule are as follows:

- 1) The schedule for regular core maintenance activities will operate on an 8-9-9-8-8 rotation on a Monday to Friday basis.
- 2) Employees will be paid in full for all hours worked each week. (For example, if someone completes the regular 8-9-9-8-8 schedule, they will be compensated for forty-two (42) hours at the regular straight time hourly rate and all required contributions under the collective agreement will be compensated based upon forty-two (42) hours.
- 3) The first two hours of overtime on the 8-9-9-8-8 will be compensated at time and one half (1 ½).
- 4) The Employer will identify the core maintenance personnel who will operate under the SDO schedule.
- 5) When submitting requests for craft personnel to the local union, the Employer will identify if the individual being hired is to be part of the core maintenance team.
- 6) The Employer will keep a record for each employee and track the number of nine (9) hour days worked at straight time.
- 7) Should an employee be asked to work a Scheduled Day Off the following will apply:
 - a) Work on a SDO will be on a voluntary basis.
 - b) All work on the SDO will be paid in accordance with the number of hours an individual employee has worked since the last SDO. For example: if an individual has worked three (3) of the scheduled nine (9) hour days and are asked to work an SDO, the first five (5) hours on the schedule will be paid at the straight time rate and all additional hours will be compensated at the appropriate overtime rate as per the collective agreement.
 - c) The SDO schedule will be suspended during unscheduled and scheduled outages as well as during major shutdowns/turnarounds. (The employee's accumulated hours worked on the nine (9) hour days will remain frozen until their return to the regular SDO Schedule.)

APPENDIX D – LIST OF SIGNATORY EMPLOYERS

As of this date June 1, 2025, the following Employers are signatory to this Addendum Letter of Understanding for Long Term Maintenance:

- 42 West Constructors Ltd.
- APTIM Services Canada Corp.
- Black & McDonald Limited
- CAM Field Solutions Canada Corp.
- CEDA Field Services
- Edmonton Exchanger Refinery Services
- Melloy Industrial Services Inc.
- MM Limited Partnership

ADDRESSES

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